

Exhibit 20

To: Goto, Alan[Alan.Goto@seattle.gov]; Richards, James[James.Richards@seattle.gov]; Melkers, Paul[Paul.Melkers@seattle.gov]; Goodner, Gene[Gene.Goodner@seattle.gov]; Patterson, Stuart[Stuart.Patterson@seattle.gov]; Pedras, Dave[DaveM.Pedras@Seattle.Gov]; Drathman, Zachary[Zachary.Drathman@seattle.gov]; Larson, Michael[Michael.Larson@seattle.gov]; Pierce, Jason[Jason.Pierce@seattle.gov]; Smith, Bryan[Bryan.Smith@seattle.gov]; Stewart, Andrew C[Andrew.Stewart@seattle.gov]; Westfall, Paul[Paul.Westfall@seattle.gov]

From: Curtis, James

Sent: Tue 6/30/2020 4:32:57 PM

Subject: FW: CHOP Response Guidelines D-SHIFT 06/30/2020

[CHOP response guidelines 3.0 06 30 2020.docx](#)

Please review. Call with questions. Thanks. -JC

From: Gonzales, Reba

Sent: Tuesday, June 30, 2020 07:41

To: Cox, Alan <Alan.Cox@seattle.gov>; Havner, J <J.Havner@seattle.gov>; O'Brien, WilliamB <WilliamB.O'Brien@seattle.gov>; Feher, Ferenc <Ferenc.Feher@seattle.gov>; Andrus, Joel <Joel.Andrus@seattle.gov>; Sutey, Debra <Debra.Sutey@seattle.gov>; Curtis, James <James.Curtis@seattle.gov>; Watanabe, Dale <Dale.Watanabe@seattle.gov>

Subject: CHOP Response Guidelines D-SHIFT 06/30/2020

Current CHOP Response Guidelines

Deputy Chief Reba Gonzales

Seattle Fire Department

Operations Division - D Platoon

301 2nd Avenue South

Seattle, WA 98104

Reba.gonzales@seattle.gov

Phone: 206-386-1481

Cell: 206-465-5706

Fax: 206-615-1302



SFD RESPONSES TO ALARMS ORIGINATING WITHIN THE CHOP 6/30/2020

Civilians in the CHOP have been listening to SFD communications on SOV and other alarms in the CHOP. This is causing interference in these alarms, ranging from armed CHOP persons approaching and harassing SFD units at the staging area to vehicles (with patients) pursuing responding units aggressively and attempting to make them pull over.

Additionally, the staging area for SPD is generally distal to the SFD staging area, resulting in SFD units staging between the people designated as our protection and the people they are to protect us from.

To that end, the following protocols will be in effect for EMS incidents that originate within the CHOP:

1. **All alarms located within the boundaries of the CHOP will be dispatched to 12 Ave E/E Pine Street.** This location is the heart of the CHOP, and will alert units dispatched that the alarm takes place within those boundaries. The staging location will not be mentioned on Channel 4, which is not encrypted.
2. **All alarms located within the boundaries of the CHOP will be dispatched on Zone 1/Channel 10.** This is the only channel in the SFD radio template that is encrypted and cannot be monitored via civilian scanner.
3. **Units responding to alarms in the CHOP will respond to Bellevue Avenue between E Pine Street and E Olive Street and stage there until the scene is secure.** This location is remote enough from the CHOP to avoid “walk ups” and puts the Police staging area (Harvard Avenue and E Pine Street) between SFD resources and the CHOP.
4. **The CCP (Casualty Collection Point) will be at Broadway and E Pine Street.**
5. **Firefighters will don ballistic wear for all responses to alarms that originate within the CHOP boundaries.**

SFD RESPONSES TO ALARMS IN THE WARM ZONE

Protocols for responses originating in the warm zone remain unchanged:

BLS: 1 Aid Car + 1 Engine + 1 Battalion Chief

ALS: 1 Aid Car + 1 Medic Unit + 1 Engine + 1 Battalion Chief

FIRE: 2 Engines + 1 Battalion Chief

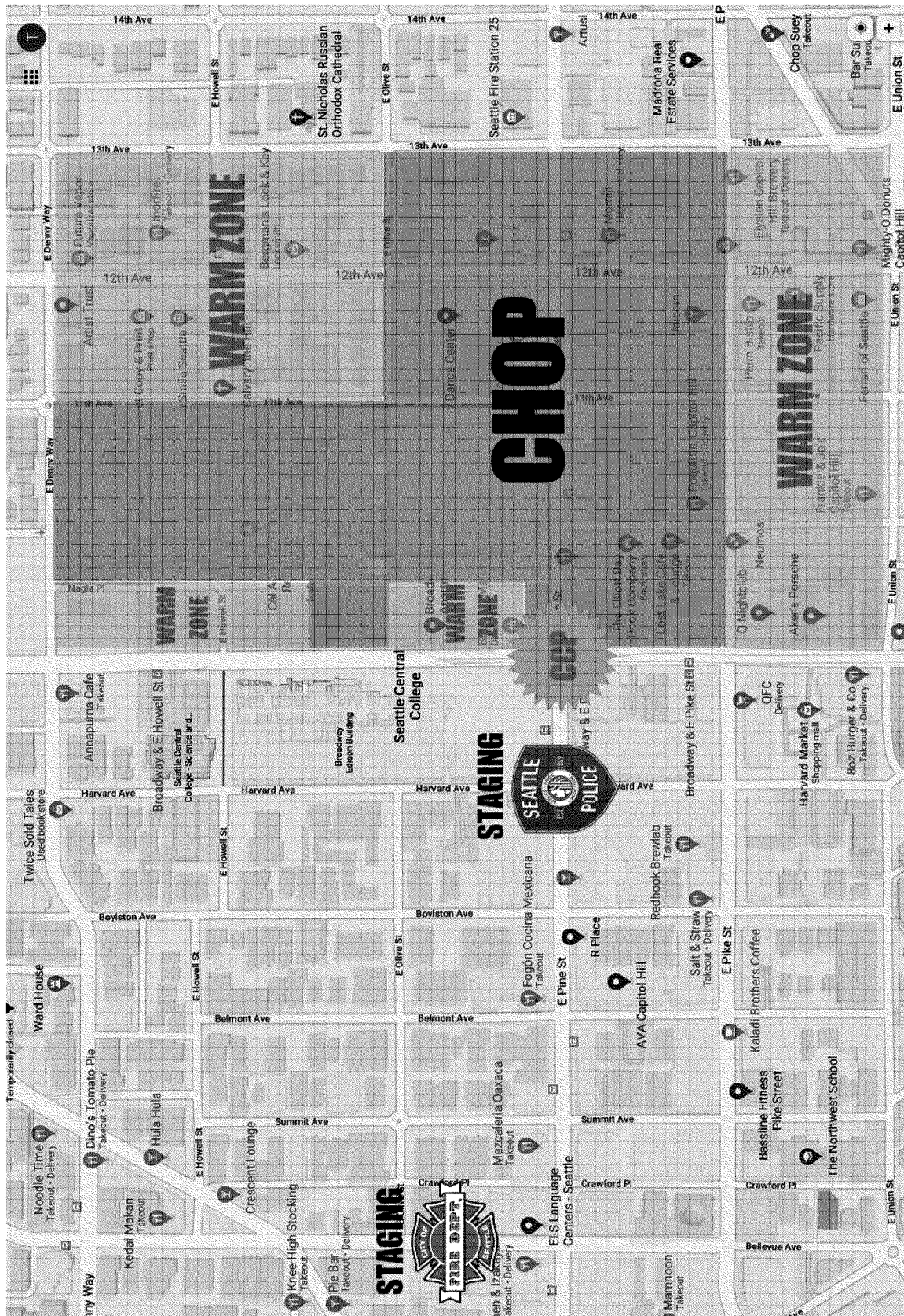


Exhibit 21

Incident Report[Print Report](#)INCIDENT # **F200058386**INCIDENT DATE: **6/14/2020 11:17:40 hrs**Agency: **SFD**Jurisdiction: **SFD**

Incident Overview

Initial Location: Same as Final**Final Location:** 1221 E Olive St Apt. 203**City:** Seattle, WA 98122**Initial Problem Type:** .Triage**Final Problem Type:** ADV- Advised**Initial Alarm Level:** 1**Final Alarm Level:** 1**Units Assigned:** A25**Response Area:** Battalion 2**Disposition:** 2) Code Green**Taken By:** Overall, Gary M

Location Information

Location Name: SENIA MARA APTS**Cross Streets:** 12TH AV/13TH AV**Map Reference:** 97C**Call Back Phone:** (707)235-0698

Call-Taking Info

Taken By:	Time Phone Pickup	Time Call Entered Queue	Terminal	EMD
	11:17:34	11:18:06	SP105	17/1/1

Dispatcher Comments

1. [1] [Notification] Problem changed from .Triage to AID - Aid Response 11:18:58
2. [2] ADULT MALE - STROKE SYMPTOMS - INITIAL REPORT OF STROKE SYMPTOMS 11:19:07
3. [3] CALLER HAD RECENT STROKE. NOW RIGHT ARM IS NUMB. 11:20:14
4. [4] IN RED ZONE. PT TO TRY TO WALK TO ST 25 OR GET RIDE IN ABOUT A HALF AN HOUR. 11:27:33

Units Assigned (* Primary Unit)

Unit	Assigned	Enroute	Arrived	Transport	Trans. Complete	Complete	Cancel Reason	ETA
A25*	11:19:12	11:20:37				11:21:02		0:25
Disp. By:	Overall, Gary M	Mobile1				Buck, Mark E		

Unit Line-Up Info

Unit	SFD ID	Name	Rank
------	--------	------	------

A25	2396	Christenson, Hans	FF
A25	1887	O'Connor, James T	FF

***** END OF REPORT *****

Exhibit 22

FW: RE: inc 60567 & 60572 bad situation

From: "Mondragon, Ronald" <ronald.mondragon@seattle.gov>
To: "Scoggins, Harold D" <harold.scoggins@seattle.gov>; "Barrington, Willie" <willie.barrington@seattle.gov>; "Hastings, Bryan" <bryan.hastings@seattle.gov>; "Munnis, Timothy" <timothy.munnis@seattle.gov>; "Fitzpatrick, Helen" <helen.fitzpatrick@seattle.gov>; SFDPIO <sfdpio@seattle.gov>
Date: Sat, 20 Jun 2020 18:09:04 -0700

FYI.

I will try to work on this with the CHOP Medics.

Deputy Chief Ron Mondragon
Operations, Deputy 1B
301 Second Avenue South
Seattle, WA 98104
ronald.mondragon@seattle.gov
206-386-1481 (office)
206-255-8535 (mobile)

From: Watanabe, Dale
Sent: Saturday, June 20, 2020 17:57
To: Mondragon, Ronald <Ronald.Mondragon@seattle.gov>; Sharp, Michael <Michael.Sharp@seattle.gov>
Cc: Lombard, Christopher <Christopher.Lombard@seattle.gov>; Foerster, Paul <Paul.Foerster@seattle.gov>; Barokas, Michael <Michael.Barokas@seattle.gov>
Subject: RE: inc 60567 & 60572 bad situation

Ch Mondragon,

We took a call from 1660 12 av room 311 (just north of the east precinct), F/64 hx of MI a few years ago. Caller says the symptoms are the same as a couple of years ago when she had the MI and according to the call taker was crying with a fear of impending doom. FAC calltaker had to tell the caller we will not be responding, try and get to the fire station 1 block east of your location. Upon arrival at Station 25 a still alarm was sent and request for a medic unit which then transported to Virginia Mason.

Here we have a caller that lives in the CHOP/CHAZ zone with no known ties to the protest but could have been a tragic victim of circumstance that definitely would have made the news and left everyone involved with egg on their face. This is the run that the mayor, city council need to be made aware of before it's too late.

Dale

Exhibit 23

RE: For tomorrow...

From: "Buechler, Chad M" <chad.buechler@seattle.gov>
To: "Hara, Mami" <mami.hara@seattle.gov>
Cc: "Hulsman, Sally" <sally.hulsman@seattle.gov>; "Beauregard, Idris" <idris.beauregard@seattle.gov>
Date: Sun, 28 Jun 2020 06:42:38 -0700

Thank you Mami,

I've notified our infrastructure response partners regarding today's situation.

Chad

From: Hara, Mami <Mami.Hara@seattle.gov>
Sent: Saturday, June 27, 2020 11:13 PM
To: Buechler, Chad M <Chad.Buechler@seattle.gov>
Cc: Hulsman, Sally <Sally.Hulsman@seattle.gov>; Buechler, Chad M <Chad.Buechler@seattle.gov>; Beauregard, Idris <Idris.Beauregard@seattle.gov>
Subject: Re: For tomorrow...

Any issues I had were unwarranted. These are spectacularly usual times.

Any potential unhappiness was exacerbated by my experience standing in the rain for 5 hours waiting for the vendors so that I could ensure their safety and comfort. I was really wet and cold and had a safety window that I was holding with my own body, between any threats and the access point but perhaps everyone in an interim role had not been properly briefed.

Also, I've been spoiled by everyone's teamwork, responsiveness and concern for my safety this whole time. Yes, I was left out there in the rain and cold for only one morning but no one was hurt, so no issues and no hard feelings.

Tomorrow, no services AT ALL. The entries have been blocked off. Only emergencies are ok and we will need Fire to confirm access. I'm not going over to renegotiate access as they have said they will block all access to the area except one point that they will temporarily open (our contractors and staff cannot be trapped inside), they will develop composting toilets tomorrow (they can't even ensure safety), they do not care for the psychological safety of our crews and contractors (reiterated various ways multiple times, and are doing great on their own.

Water stays on but our teams are not safe tomorrow. Sorry about that.

Will talk with all tomorrow.

Sent from my iPhone

From: Buechler, Chad M <Chad.Buechler@seattle.gov>
Sent: Saturday, June 27, 2020 12:14 PM
To: Hara, Mami
Subject: For tomorrow...

Hi Mami,

I feel terrible that you weren't able to get timely response in the zone this morning and I do not want that to happen again. I know you spoke with Sally, but I also followed up with her on a couple things to ensure we are on top of things moving forward.

1. In all the calls and texts this morning, there was an inkling of confusion on who dispatched Elmgrove. I clarified that this would continue to be Idris and he would take care of their deployment based on zone notification.
2. Sally knows that the morning email, usually sent between 6:30 and 7:30 AM, serves as the primary and first notification that the zone is open for access. I will also ensure that she is on any text notification and that we have points of contact engaged early in the day. She will communicate services status via text message or call as we have today and is committed to being available.

Last, I've got contacts for Honeybucket and just reached out to Sally for some other contacts to have as backup. In case something happens to other service leads, I want to be able to function more effectively to support service delivery at the CHOP.

I think we're now in a more solid place moving forward. Let me know if there's anything else I can do.



Chad Buechler

Strategic Advisor, Emergency Management

City of Seattle, [Seattle Public Utilities](#)

O: 206-684-8393 | M: 206-735-5563 | chad.buechler@seattle.gov

[Facebook](#) | [Twitter](#)

Exhibit 24

FW: Requests

From: "Sixkiller, Casey" <"o=exchangelabs/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=2a241f350004414593ce62126d8ec299-sixkile">
To: "Fong, Michael" <michael.fong@seattle.gov>; "Ranganathan, Shefali" <"o=exchangelabs/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=122ab63308df4c3dbb5779b2c875ed08-rangans">
Date: Tue, 09 Jun 2020 07:18:02 -0700
Attachments: Resolution Language_DRAFT_East Precinct Transfer.docx (51.66 kB); EastPrecinct_Draft Resolution_Attachment A.docx (29.34 kB); Site Relocation of East Precinct 060820.docx (53.07 kB); Site Relocation_Exhibit A East Precinct Service Area.docx (156.37 kB); Site Relocation_Exhibit B East Precinct Market Survey 6.8.2020.xlsx (21.21 kB); Site Relocation_Exhibit C East Precinct Properties .xlsx (31.34 kB); Move Contents from East Precinct 060820.docx (57.8 kB)

Ummm....



Casey Sixkiller
Deputy Mayor
(He/Him/His)
[Office of Mayor Jenny A. Durkan](#) | City of Seattle
O: 206-233-7939 | M: 206-437-7437 | casey.sixkiller@seattle.gov
[Facebook](#) | [Twitter](#) | [Subscribe to the Mayor's Newsletter](#)

From: Goings, Calvin <Calvin.Goings@seattle.gov>
Sent: Monday, June 8, 2020 3:10 PM
To: Durkan, Jenny <JAMD@Seattle.Gov>
Cc: Sixkiller, Casey <Casey.Sixkiller@seattle.gov>; Fong, Michael <Michael.Fong@seattle.gov>; Ranganathan, Shefali <Shefali.Ranganathan@seattle.gov>; Formas, Stephanie <Stephanie.Formas@seattle.gov>
Subject: Requests
Importance: High

Good afternoon Mayor,

Please see the attached documents as requested.

Please let me know if you have any questions or concerns.

*Thank you,
Calvin*



Calvin W. Goings
Department Director
City of Seattle, [Department of Finance and Administrative Services \(FAS\)](#)
calvin.goings@seattle.gov

From: Grove, Kiersten <Kiersten.Grove@seattle.gov>
Sent: Monday, June 08, 2020 3:04 PM

To: Goings, Calvin <Calvin.Goings@seattle.gov>

Subject: Follow Up

Calvin,

Attached please find three documents and supporting materials:

1. A draft memo and resolution transferring the East Precinct. Please note that this is drafted as a resolution as significant legal analysis will need to be done to ensure that this is executed as intended.
2. A memo and supporting materials that outline options within the East Precinct boundaries for relocating the facility. Please note that for any of these options there will be some set up time required, including for any portables. In the current form, the Precinct would require dozens of portables which may not provide sufficient security for data or other law enforcement materials.
3. A memo outlining the process for relocating the Precinct functions.



Kiersten Grove
Deputy Department Director
City of Seattle, [Department of Finance and Administrative Services](#)
O: 206.727.3967 M:206.900.6713
kiersten.grove@seattle.gov



Document Produced As Native

East Precinct Market Survey

6/8/2020

Property Name	Property Address	Total Available Space (SF)
Capitol Hill Office	464 12th Ave	9,187
Ballou Wright Building	1517 12th Ave	6,448
Micheal Reese Building	200 Broadway	1,581
Jefferson Bldg	1401 E Jefferson St	4,047
Madison Ridge Office Bldg	2014 E Madison St	4,265
	2811 E Madison St	3,000
Madison Park	4126-4128 E Madison St	297
Six Arms Bldg	300 E Pike St	4,646
	1000 E Pike St	7,470
OddFellows Building	911-921 E Pine St	15,437
	2100 E Spruce St	10,553
Yesler Place	1404 E Yesler Way	1,539
South Central Cmnty College Annex	1500-1534 Broadway	2,651
	1204 E Columbia St	4,183
Chophouse Row	1424 11th Ave	6,633
Kelly Springfield Building	1525 11th Ave	11,839
Pacific Rim Center	900 S. Jackson	1,165
Piston & Ring Building	1429 12th Ave	4,979
CJJ Building	1618 S. Lane	3,220
	229 Broadway East	3,446
Cabrini Medical Tower	901 Boren	3,538
M Street	805 Madison	6,763
Pike Medical Works	714 E Pike	4,285
Elmer J. Nordstrom Medical Tower	1229 Madison	36,337

Document Produced As Native

City_Owned	PMA_Num	PMA_Name	Juris_Dept	Primary_Use	Use_Class	Address	Status	Dept_Name	Polygon_Squarefeet
Owned		43Horiuchi Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	156 Boren Ave	Fully Utilized	Seattle Parks and Recreation	12503.225301271
Owned		101 Madrona-Sally Goldmark Branch Library	SPL	Library	Library/Community/Cultural Facilities	1134 33rd Ave	Fully Utilized	Seattle Public Library, The	10001.6032710929
Mixed Ownership		123 Fire Station No. 22 - Part Esmt	FAS	Fire Facility	Primary City Operating Facility	801 E Roanoke St	Fully Utilized	Seattle Finance & Administrative Services	15293.548128859
Owned		123 Fire Station No. 25	FAS	Fire Facility	Primary City Operating Facility	1300 E Pine St	Fully Utilized	Seattle Finance & Administrative Services	23076.1087246569
Owned		131 Fire Station No. 34	FAS	Fire Facility	Primary City Operating Facility	633 32nd Ave E	Fully Utilized	Seattle Finance & Administrative Services	12334.8471886005
Owned		155 Freeway Park Parking Garage- Lease to WSCTC	FAS	Parking	Roadways, Excess ROW, Tidelands, Vacant	1300 Hubbell Pl	Fully Utilized	Seattle Finance & Administrative Services	54535.7232896197
Owned		227 Douglas-Truth Branch Library	SPL	Library	Library/Community/Cultural Facilities	2300 E Yesler Way	Fully Utilized	Seattle Public Library, The	28879.8291447247
Owned		228 Capitol Hill Branch Library	SPL	Library	Library/Community/Cultural Facilities	425 Harvard Ave E	Fully Utilized	Seattle Public Library, The	11875.815464897
Owned		256 Langston Hughes Cultural Arts Center	Parks	Cultural/Entertainment Facility	Library/Community/Cultural Facilities	104 17th Ave S	Fully Utilized	Seattle Parks and Recreation	52604.2135178754
Owned		265 Leschi Natural Area	Parks	Greenbelts/Natural Area	Parks and Open Space	3525 E Terrace St	Fully Utilized	Seattle Parks and Recreation	14941.2460471460
Owned		296 Madison Hillside	Parks	Mini Parks/Pocket Parks	Parks and Open Space	3001 E Madison St	Fully Utilized	Seattle Parks and Recreation	14385.556803350
Owned		312 Jim Ellis Freeway Park- Air Rights	Parks	Downtown Parks	Parks and Open Space	1227 9th Ave	Fully Utilized	Seattle Parks and Recreation	228791.7898409050
Owned		345 Powell Barnett Park	Parks	Neighborhood Parks	Parks and Open Space	2760 E Alder St	Fully Utilized	Seattle Parks and Recreation	189779.9824330690
Owned		346 Belmont Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	703 Belmont Pl E	Fully Utilized	Seattle Parks and Recreation	760.7795748781
Owned		349 Boylston Place	SDOT	Park/Playground/Viewpoint	Parks and Open Space	815 Broadway	Fully Utilized	Seattle Dept of Transportation	199.7036634788
Owned		351 Firehouse Mini Park	Parks	Neighborhood Parks	Parks and Open Space	712 18th Ave	Fully Utilized	Seattle Parks and Recreation	14506.8999794442
Owned		353 Garfield Playfield & Community Center	Parks	Recreation Areas	Parks and Open Space	357 25th Ave	Fully Utilized	Seattle Parks and Recreation	36741.4637350390
Owned		354 Grand Army of the Republic Cemetery	Parks	Neighborhood Parks	Parks and Open Space	1200 E Howe St	Fully Utilized	Seattle Parks and Recreation	124541.7080611140
Owned		356 Harrison Ridge Greenbelt	Parks	Greenbelts/Natural Area	Parks and Open Space	138 32nd Ave E	Fully Utilized	Seattle Parks and Recreation	171047.147960360
Owned		357 Prentis L. Frazier Park	Parks	Neighborhood Parks	Parks and Open Space	Harrison St	Fully Utilized	Seattle Parks and Recreation	15895.4585196351
Owned		359 Howell Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	Howell Pl	Fully Utilized	Seattle Parks and Recreation	37590.4597965154
Owned		362 Boren Park	Parks	Neighborhood Parks	Parks and Open Space	1606 15th Ave E	Fully Utilized	Seattle Parks and Recreation	315080.3561285180
Owned		363 Flo Ware Park	Parks	Neighborhood Parks	Parks and Open Space	2800 S Jackson St	Fully Utilized	Seattle Parks and Recreation	21521.6489955824
Owned		365 Lakeview Park	Parks	Neighborhood Parks	Parks and Open Space	Lake Washington Bl E	Fully Utilized	Seattle Parks and Recreation	196007.9639754470
Owned		366 Lakeview Place	Parks	Mini Parks/Pocket Parks	Parks and Open Space	1042 Lakeview Bl E	Fully Utilized	Seattle Parks and Recreation	122893.7774397010
Owned		376 Leschi Park	Parks	Neighborhood Parks	Parks and Open Space	100 Lakeside Ave S	Fully Utilized	Seattle Parks and Recreation	10400.8297693500
Owned		369 Madison Park	Parks	Community Parks	Parks and Open Space	4201 E Madison St	Fully Utilized	Seattle Parks and Recreation	360582.2020287790
Owned		370 Madrona Park	Parks	Community Parks	Parks and Open Space	853 Lake Washington Bl	Fully Utilized	Seattle Parks and Recreation	1375730.0048014000
Owned		371 Madrona Playground	Parks	Recreation Areas	Parks and Open Space	917 34th Ave	Fully Utilized	Seattle Parks and Recreation	77013.5382245359
Owned		373 Miller - Pendleton-Miller Playfield /Community Ctr	Parks	Recreation Areas	Parks and Open Space	301 20th Ave E	Fully Utilized	Seattle Parks and Recreation	329292.2194050190
Owned		374 E Montlake Park	Parks	Neighborhood Parks	Parks and Open Space	2802 E Park Dr E	Fully Utilized	Seattle Parks and Recreation	68966.2586002021
Owned		375 W Montlake Park	Parks	Neighborhood Parks	Parks and Open Space	2899 W Park Dr E	Fully Utilized	Seattle Parks and Recreation	122893.7774397010
Owned		376 Montlake Playfield & Community Center	Parks	Recreation Areas	Parks and Open Space	1401 E Calhoun St	Fully Utilized	Seattle Parks and Recreation	116345.3465178700
Mixed Ownership		377 South Passage Point Park- Part Lease	Parks	Mini Parks/Pocket Parks	Parks and Open Space	Fairview Ave E	Fully Utilized	Seattle Parks and Recreation	38781.9576105204
Owned		378 Phipps Playground	Parks	Neighborhood Parks	Parks and Open Space	3233 E Spruce St	Fully Utilized	Seattle Parks and Recreation	99715.1507843166
Owned		379 Roanoke Park	Parks	Neighborhood Parks	Parks and Open Space	10th Ave E & E Roanoke St	Fully Utilized	Seattle Parks and Recreation	94016.5347485659
Owned		381 Spring Street Mini Park	Parks	Neighborhood Parks	Parks and Open Space	1506 E Spring St	Fully Utilized	Seattle Parks and Recreation	14296.8738422497
Owned		383 Summit Place	Parks	Mini Parks/Pocket Parks	Parks and Open Space	Belmont Ave E & E Bellevue Pl	Fully Utilized	Seattle Parks and Recreation	766.6125216092
Owned		384 Tashkent Park	Parks	Neighborhood Parks	Parks and Open Space	511 Boylston Ave E	Fully Utilized	Seattle Parks and Recreation	20513.698454123
Owned		385 William Grose Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	194 30th Ave	Fully Utilized	Seattle Parks and Recreation	18038.3741802693
Owned		386 Thomas Street Mini Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	Bellevue Ave E & E Thomas St	Fully Utilized	Seattle Parks and Recreation	10781.551670865
Owned		387 Plum Tree Park	Parks	Neighborhood Parks	Parks and Open Space	1717 26th Ave	Fully Utilized	Seattle Parks and Recreation	14402.1592870772
Owned		390 Pratt Park	Parks	Community Parks	Parks and Open Space	201 20th Ave S	Fully Utilized	Seattle Parks and Recreation	237926.1600349090
Owned		392 Frink Park	Parks	Greenbelts/Natural Area	Parks and Open Space	34th Ave S	Fully Utilized	Seattle Parks and Recreation	720411.6111931290
Owned		393 Washington Park Arboretum	Parks	Special-Use Parks/Specialty Gardens/ELC's	Parks and Open Space	Lake Washington Bl	Fully Utilized	Seattle Parks and Recreation	8019522.0790503300
Owned		395 Dr. Benice Lavizzo Park	Parks	Neighborhood Parks	Parks and Open Space	2200 S Jackson St	Fully Utilized	Seattle Parks and Recreation	96023.5547688471
Mixed Ownership		397 Judkins Park and Playfield- Part Lease	Parks	Recreation Areas	Parks and Open Space	2125 S Norman	Fully Utilized	Seattle Parks and Recreation	806.77.6433598600
Owned		399 Volunteer Park	Parks	Regional Parks/Large Urban Parks	Parks and Open Space	1400 E Pike St	Fully Utilized	Seattle Parks and Recreation	210404.9435111230
Owned		412 Lake Washington Boulevard North	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	2521 Lake Park Dr S	Fully Utilized	Seattle Parks and Recreation	1409261.6899260400
Owned		634 Capitol Substation Site	SCL	Parking	Roadways, Excess ROW, Tidelands, Vacant	324 15th Ave E	Interim Use	Seattle City Light	4955.5646319358
Owned		637 Bellevue Substation Site	SCL	Storage (Uncovered)	Utility Facilities/ROW & Maintenance	210 Bellevue Ave E	Underutilized	Seattle City Light	11759.0188422092
Owned		639 Mercer Substation Site	SCL	Vacant (Undeveloped)	Roadways, Excess ROW, Tidelands, Vacant	411 E Mercer St	Unused	Seattle City Light	2694.6052042595
Owned		806 Fire Station No. 6	FAS	Public Safety Facility	Primary City Operating Facility	405 Martin Luther King Jr Way S	Fully Utilized	Seattle Finance & Administrative Services	15308.2540278698
Owned		1471 Pathway Set Aside from Yesler-Atlantic Project	OH	Multi-Use Trail	Miscellaneous/Multiple Use/Unknown	2098 S Lane St	Fully Utilized	Seattle Office of Housing	2402.4127596631
Owned		1594 Yakima Ave S Property	OH	Vacant (Undeveloped)	Roadways, Excess ROW, Tidelands, Vacant	1310 Yakima Ave S	Excess	Seattle Finance & Administrative Services	16476.1377484005
Owned		1600 Parcel at 1323 29th Ave S	FAS	Vacant (Undeveloped)	Roadways, Excess ROW, Tidelands, Vacant	1323 29th Ave S	Excess	Seattle Finance & Administrative Services	4002.6715183438
Mixed Ownership		2848 St Marks Green Space- Part Esmt	Parks	Green Space/Natural Area	Parks and Open Space	1500 Lakeview Bl	Fully Utilized	Seattle Parks and Recreation	261298.9323274300
Owned		2856 Madrona Ravine	Parks	Greenbelts/Natural Area	Parks and Open Space	3799 E Spring St	Fully Utilized	Seattle Parks and Recreation	36862.0278472858
Owned		3023 Interlaken Park	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	1650 Interlaken Dr E	Fully Utilized	Seattle Parks and Recreation	2283035.1660259300
Owned		3098 Viretta Park	Parks	Neighborhood Parks	Parks and Open Space	E Denny Blaine Pl	Fully Utilized	Seattle Parks and Recreation	79938.5696114016
Owned		3102 Cal Anderson Park- Part MOA	Parks	Regional Parks/Large Urban Parks	Parks and Open Space	1633 13th Ave	Fully Utilized	Seattle Parks and Recreation	480830.9951979150
Owned		3115 Garfield Playfield Auxiliary Parking	Parks	Park/Playground/Viewpoint	Roadways, Excess ROW, Tidelands, Vacant	499 23rd Ave	Fully Utilized	Seattle Parks and Recreation	1158.3981590166
Owned		3116 Boren Place	SDOT	Park/Playground/Viewpoint	Parks and Open Space	321 Broadway	Fully Utilized	Seattle Dept of Transportation	2115.3981590166
Owned		3117 Spruce Mini Park	Parks	Neighborhood Parks	Parks and Open Space	21st Ave E & E Spruce St	Fully Utilized	Seattle Parks and Recreation	31991.8122312468
Owned		3695 Harvard-Miller	Parks	Mini Parks/Pocket Parks	Parks and Open Space	2301 Broadway Ave E	Fully Utilized	Seattle Parks and Recreation	6398.7489823624
Owned		3905 Hyde Place	Parks	Mini Parks/Pocket Parks	Parks and Open Space	3811 E Madison St	Fully Utilized	Seattle Parks and Recreation	385.1328966223
Owned		3906 Lambert Place	Parks	Park/Playground/Viewpoint	Parks and Open Space	3800 E Madison St	Fully Utilized	Seattle Parks and Recreation	1355.2001851274
City Use on Non-City Ppty		3910 First Hill Park- Lease	Parks	Neighborhood Parks	Parks and Open Space	1201 University St	Fully Utilized	Seattle Parks and Recreation	9450.9819018299
City Use on Non-City Ppty		3913 T Minor Park- Lease	Parks	Neighborhood Parks	Parks and Open Space	1698 E Union St	Fully Utilized	Seattle Parks and Recreation	762.4158843536
Owned		3915 Twin Lakes Park	Parks	Neighborhood Parks	Parks and Open Space	1500 34th Ave	Fully Utilized	Seattle Parks and Recreation	210404.9435111230
Owned		3980 Denny Blaine Lake Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	1898 Madrona Dr	Fully Utilized	Seattle Parks and Recreation	8159.8113305446
Owned		3981 Stevens Triangle	Parks	Mini Parks/Pocket Parks	Parks and Open Space	3809 E John St	Fully Utilized	Seattle Parks and Recreation	3097.8058338302
Owned		3982 Denny Blaine Park	Parks	Neighborhood Parks	Parks and Open Space	Lake Washington Bl E&E Denny Blaine	Fully Utilized	Seattle Parks and Recreation	9354.4072929712
City Use on Non-City Ppty		4000 Plymouth Pillars Park- WSDOT R/W Agmt	Parks	Downtown Parks	Parks and Open Space	1050 Pike St	Fully Utilized	Seattle Parks and Recreation	27237.6115092401
Owned		4006 Bagley Viewpoint	Parks	Mini Parks/Pocket Parks	Parks and Open Space	2598 11th Ave E	Fully Utilized	Seattle Parks and Recreation	9280.2293467402
Owned		4008 McGilvra Place	Parks	Mini Parks/Pocket Parks	Parks and Open Space	1425 E Madison St	Fully Utilized	Seattle Parks and Recreation	2647.8436185679
Owned		4013 McGilvra Boulevard	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	1099 McGilvra Bl E	Fully Utilized	Seattle Parks and Recreation	21461.7343410329
Owned		4015 Miller Triangle	Parks	Mini Parks/Pocket Parks	Parks and Open Space	222 20th Ave E	Fully Utilized	Seattle Parks and Recreation	12810.4039818120
Owned		4016 Williams Place	Parks	Mini Parks/Pocket Parks	Parks and Open Space	199 15th Ave E	Fully Utilized	Seattle Parks and Recreation	5684.8386596899
Owned		4021 Montlake Boulevard Center Strip	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	2811 Montlake Bl E	Fully Utilized	Seattle Parks and Recreation	11667.5902760919
City Use on Non-City Ppty		4022 Bellevue Place- WSDOT R/W Agmt	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	799 Bellevue Pl E	Fully Utilized	Seattle Parks and Recreation	54209.2601072922
Owned		4033 Volunteer Parkway	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	899 14th Ave E	Fully Utilized	Seattle Parks and Recreation	111218.2236240170
City Use on Non-City Ppty		4082 S Day Street Boat Ramp- WSDOT R/W Agmt	Parks	Neighborhood Parks	Parks and Open Space	1400 Lakeside Ave S	Fully Utilized	Seattle Parks and Recreation	171099.2252287890
City Use on Non-City Ppty		4164 Madison Park Dock- Use Agmt w/ King Co	Parks	Mini Parks/Pocket Parks	Parks and Open Space	4399 E Madison St	Fully Utilized	Seattle Parks and Recreation	47296.0439275065
Owned		4169 12th Avenue Arts- East Precinct Garage- Lease	FAS	Parking	Roadways, Excess ROW, Tidelands, Vacant	1642 12th Ave	Fully Utilized	Seattle Finance & Administrative Services	29060.0611600897
Owned		4228 Montlake Branch Library	SPL	Library	Library/Community/Cultural Facilities	2401 24th Ave E	Fully Utilized	Seattle Public Library, The	13507.7616960002
Mixed Ownership		4241 E Portal Viewpoint- Part Agmt	Parks	Neighborhood Parks	Parks and Open Space	1400 Lake Washington Bl S	Fully Utilized	Seattle Parks and Recreation	317908.5677379800
City Use on Non-City Ppty		4242 Sam Smith Park- Mgmt Agmt	Parks	Recreation Areas	Parks and Open Space	1400 Martin Luther King Jr Way S	Fully Utilized	Seattle Parks and Recreation	940752.6580026390
City Use on Non-City Ppty		4244 Judge Charles M Stokes Overlook- WSDOT R/W Agmt	Parks	Neighborhood Parks	Parks and Open Space	1199 Hiawatha Pl S	Fully Utilized	Seattle Parks and Recreation	22057.5274728620
City Use on Non-City Ppty		4245 Benvenuto Viewpoint- WSDOT R/W Agmt	Parks	Boulevards/Green Streets/Greenways/Trail/Parks and Open Space	Parks and Open Space	1401 23rd Ave E	Fully Utilized	Seattle Parks and Recreation	72483.4074907477
Owned		4330 Parcel at 100 MLK Jr Way S	FAS	Landscaping	Parks and Open Space	100 Martin Luther King Jr Way	Excess	Seattle Finance & Administrative Services	4062.9941373035
Owned		4335 Parcel at 2710 S Main St (Estelita's Library)	FAS	Landlord Lease(s)	Leased to Non-City Tenant	2710 S Main St	Interim Use	Seattle Finance & Administrative Services	2127.8608080662
Owned		4403 Nora's Woods	Parks	Mini Parks/Pocket Parks	Parks and Open Space	702 29th Ave	Fully Utilized	Seattle Parks and Recreation	15161.4214251733
Owned		4426 Homer Harris Park	Parks	Neighborhood Parks	Parks and Open Space	2401 E Howell St	Fully Utilized	Seattle Parks and Recreation	21621.4068327532
Owned		4427 Mount Baker Ridge Viewpoint	Parks	Neighborhood Parks	Parks and Open Space	1411 31st Ave South	Fully Utilized	Seattle Parks and Recreation	5043.7103608014
Owned		4441 Madison Park North Beach	Parks	Mini Parks/Pocket Parks	Parks and Open Space	2330 43rd Ave E	Fully Utilized	Seattle Parks and Recreation	195520.0510643870
Mixed Ownership		4446 S Colanade- Part Lease	Parks	Community Parks	Parks and Open Space	1701 Lakeview Bl E	Fully Utilized	Seattle Parks and Recreation	372351.0991058700
Owned		4461 Summit Slope Park	Parks	Neighborhood Parks	Parks and Open Space	200 Summit Ave E	Fully Utilized	Seattle Parks and Recreation	9605.3721455992
Owned		4465 Seven Hills Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	16th Ave E & E Howell	Fully Utilized	Seattle Parks and Recreation	17329.8113490859
Owned		4467 12th Ave Square Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	564 12th Ave	Fully Utilized	Seattle Parks and Recreation	7316.2126918189
Owned		4474 Broadway Hill Park	Parks	Neighborhood Parks	Parks and Open Space	500 Federal Ave E	Fully Utilized	Seattle Parks and Recreation	11955.9532134497
Owned		4478 Cayton Corner Park	Parks	Mini Parks/Pocket Parks	Parks and Open Space	1831 E Madison St	Fully Utilized	Seattle Parks and Recreation	4560.1508732535
Owned		4486 Washington Park	Parks	Park/Playground/Viewpoint	Parks and Open Space	1001 Lake Washington Bl E	Fully Utilized	Seattle Parks and Recreation	547056.1126627950
Owned		4487 Washington Park- Japanese Garden	Parks	Recreational Facility/Community Center	Library/Community/Cultural Facilities	1075 Lake Washington Bl E	Fully Utilized	Seattle Parks and Recreation	163875.984522140
City Use on Non-City Ppty		4584 I-5 Eastlake Landscaping- Maint Agmt	SDOT	Landscaping	Parks and Open Space	I-5, E Hamlin St to E Martin St	Fully Utilized	Seattle Dept of Transportation	185665.2714468500
Mixed Ownership		4600 Parkside Built Life Estate	OH	Residential	City-Owned Leased Space	1125 E Hamlin St	Interim Use	Seattle Parks and Recreation	69000.1578303809
City Use on Non-City Ppty		4625 Garfield Teen Life Center- Lease	Parks	Recreational Facility/Community Center	Library/Community/Cultural Facilities	428 23rd Ave	Fully Utilized	Seattle Parks and Recreation	8814.6720549421
Owned		4627 Julia Lee's Park	Parks	Park/Playground/Viewpoint	Parks and Open Space	2701 E Harrison	Fully Utilized	Seattle Parks and Recreation	10880.4791937017
Owned		4628 Streisguth Gardens	Parks	Green Space/Natural Area	Parks and Open Space	1650 Broadway E	Fully Utilized	Seattle Parks and Recreation	30892.0370303541
City Use on Non-City Ppty		4633 Central Area NSC- Lease	FAS	Office Space	Primary City Operating Facility	464 12th Ave	Fully Utilized	Seattle Finance & Administrative Services	500.4684632989



City of Seattle

Mayor Jenny A. Durkan

NON-COVID-19 Pipeline Memo

To: Mayor Jenny A. Durkan

Date: June 8, 2020

Subject: Proposed Resolution Language

From: Calvin W. Goings, Department Director, Finance and Administrative Services

CC: Deputy Mayor Casey Sixkiller

Purpose: Propose language for a resolution, granting transfer of the East Precinct to BLM Seattle-King County.

Background and Options: Attached, in Attachment A, is proposed language that the Mayor could use for a resolution to transfer the property from the City to BLM-Seattle-King County

Next Steps: Before moving forward with transferring, FAS recommends:

- Working with the Law Department to draft real-property transfer documents
- Work with the Law Department to ensure that all tax implications for BLM Seattle-King County have been considered prior to transferring a multi-million-dollar property to them.

[APG]

WHEREAS *The recent murder of George Floyd shows once again the generational impacts of systemic racism, shining a light on hundreds of years of racism and injustice that has haunted our past and present.*

WHEREAS *There have been black and brown people killed by police here in Seattle. John T. Williams, Che Taylor, Charleena Lyles and so many more. Their lives have been cut short due to the unfortunate interactions with the police.*

WHEREAS *Our collective failure to address racism and inequality is not just in policing in America. It is in housing, health, education, and economic opportunity.*

WHEREAS *Millions around the world are expressing their dismay in the streets by continuing to center community through peacefully protesting and calling for an end to police violence and the systemic structures that perpetuate it.*

WHEREAS *This is a moment that summons the City of Seattle to do more and to do better. The City can build true, intentional, and sustainable justice and change. The City has opportunity to build on the lasting systemic changes that can transform policing and the department. The City must bring the same intensity, commitment to serving the people, and commitment to cure the illness of racism that we have brought to COVID-19.*

WHEREAS *The Black community wants their voice heard and centered.*

WHEREAS *The City of Seattle must be intentional in investments that will make a difference in the lives of people of color in our city, support resilient communities, and undo systemic and structural racism. The City of Seattle needs to adjust priorities and must do that with our dollars.*

WHEREAS *The City of Seattle will develop a plan with community for a new police budget. The City of Seattle will change how we think of policing. The City will invest in programs like our civilian Community Services Officers, our Crisis Intervention Team, and the Community Policing Bureau.*

WHEREAS *The City is committed to identifying at least \$100 million to invest in neglected communities. The City will invest in community-based and community-driven programs that invest in black youth and adults, employment programs, black owned businesses and providing alternatives to arrest and incarceration.*

WHEREAS *The East Precinct, located at 1519 12th Avenue, Seattle WA is located in the heart of Seattle's Capitol Hill neighborhood, a neighborhood known for its diversity and social activism. This precinct houses Seattle Police officers who patrol Seattle's Central District neighborhood and has been seen as a symbol of police oppression in one of Seattle's historically Black neighborhoods. This property is valued in excess of \$5,000,000.*

WHEREAS *Black Lives Matter Seattle-King County is a grassroots, volunteer-run, social-justice nonprofit organization focused on the empowerment and liberation of Blacks and other people of color through advocacy and direct action. BLM Seattle centers leadership on Black femmes, women, and queer people organizing and taking direct action to dismantle anti-black systems and policies of oppression. The core activists and organizers of BLM Seattle King County is a group of Black and other people of color focused on dismantling anti-black systems and policies of oppression.*

NOW THEREFORE:

The City transfers permanent use of/ownership of 1519 12th Avenue, Seattle, WA 98122, also known as the East Precinct to Black Lives Matters Seattle-King County Chapter, effective July 1, 2020.

The City of Seattle agrees to vacate the property and remove all law-enforcement materials and police-related facilities, such as holding cells and all police insignia, from the building before vacating.

The City of Seattle commits to the ongoing maintenance of the building as needed, to be determined to Black Lives Matters Seattle-King County Chapter.


City of Seattle

Mayor Jenny A. Durkan

NON-COVID-19 Pipeline Memo
To: Mayor Jenny A. Durkan

Date: June 8, 2020

Subject: Relocation of SPD East Precinct

From: Calvin W. Goings, Department Director, Finance and Administrative Services

CC: Deputy Mayor Casey Sixkiller

Purpose: Propose options for relocation of the SPD East Precinct from its location on Capitol Hill to create options for the City to utilize the facility and/or land in a different manner.

Summary: Currently, the East Precinct has 61,254 SF of office space and 42,085 SF for vehicle parking. The latter is located one half block away in the basement of the 12th Ave Arts Building and has 54 fleet vehicles housed within the location with additional SF believed to be used for SPD personal vehicles. Industry standard practice is 1000 SF (includes spaces and drive aisles) of parking per vehicle.

Background and Options: The East Precinct service area is attached as Exhibit A, which would guide a property search.

A 24-hour search (for expediency) revealed no single office properties in the service area available for lease have comparable square footage. There are properties that could accommodate individual portions of the office needs; a listing of available properties is attached as Exhibit B. There are 2 office properties for sale, each under 5,000 SF.

A search of City-owned or City-leased property in the service area is attached as Exhibit C. There are approximately 100 properties, excluding drainage and wastewater properties, Mutual and Offsetting Benefit properties, select substations, and smaller parcels such as street ends and P-patches. The listed City-owned or City-leased properties could be considered for property to host portable facilities. If portables are identified as the solution, there is a significant amount of time for temporary trailer stand up based upon site conditions.

Another option to consider could be the purchase/lease of a building specifically for community use in the Capitol Hill area. This could be faster to accomplish due to the reduced parking and programmatic needs.

Financial Considerations: The East Precinct is a City-owned property and leasing or purchasing a new site would present additional costs. The available properties would be

[APG]

assembled for a costing exercise. This listing cost and may be negotiable. Additional costs would include any needed tenant improvements, relocation costs, equipment, and security.

RSJI Considerations: A proposal to relocate SPD's East Precinct to provide optimized investment into communities could assist race and social justice purposes by optimizing the real estate for community-identified purposes.

Recommendation(s): More time is needed for better review of alternatives, and FAS recommends such review.

Next Steps: Upon approval, FAS would engage a broker for a search of suitable alternatives.

Appendix: Map of East Precinct (Exhibit A); East Precinct Market Search (Exhibit B); List of City Properties (Exhibit C)

[APG]


City of Seattle

Mayor Jenny A. Durkan

NON-COVID-19 Pipeline Memo
To: Mayor Jenny A. Durkan

Date: June 8, 2020

Subject: Move Contents from SPD East Precinct

From: Calvin W. Goings, Department Director, Finance and Administrative Services

CC: Deputy Mayor Casey Sixkiller

Purpose: Propose options for moving the contents of the SPD East Precinct to an alternate location(s).

Summary: The East Precinct has 61,254 SF of office space which holds a large variety of contents that would ideally be moved in a planned, coordinated transition to other site(s) or could more quickly be triaged and relocated if required.

Background and Options: The contents of the East Precinct include a wide variety of material ranging from typical office furniture, fixtures and equipment to sensitive material such as paper files, IT data and equipment, munitions, firearms and evidence. The most expeditious way to execute a move would be to engage one of the City's existing B-vendor contractors that is large enough to scale up and handle most aspects of the effort with their own transportation resources. If portables are identified as the solution, there is a significant amount of time for temporary trailer stand up.

- **Furniture, Fixtures and Equipment:** The vendor would quickly assess and inventory the contents to determine what is worth salvaging from the building. Office systems furniture would be cataloged and disassembled for reuse. All other materials would be tagged for reuse or abandoned in place.
- **IT Data and Equipment:** ITD would lead the effort to dismantle, transport and reinstall things such as computers, drives, monitors, servers, batteries, radios, antenna, etc. A specialty vendor may be needed to assist.
- **Paper Files:** SPD would secure and supervise the transport of these materials by the moving vendor. PODS moving and storage systems could also be employed.
- **Munitions, Firearms and Evidence:** SPD would lead the effort to secure and transport these materials and provide the necessary chain of custody. The moving vendor could assist with transportation with the appropriate supervision and escort.
- **SPD has 54 patrol cars and other vehicles.** FAS Fleet Management can assist SPD in the moving of any vehicles that SPD cannot support at this time.

[APG]

Financial Considerations: A planned and coordinated move during business hours would be most cost effective, but afterhours moves are available. Blanket vendors have been pre-screened through City procurement processes.

RSJI Considerations: The two existing B-vendor furniture contractors are WMBE firms.

Recommendation(s): If a move is called for, scale up the effort by using contracted resources to the maximum extent possible.

Next Steps: Upon approval, FAS would engage a blanket vendor contractor to begin an assessment of the contents of the East Precinct and associated spaces to develop a strategy and plan to remove all items.

[APG]

Exhibit 25



City of Seattle
Mayor Jenny A. Durkan

June 24, 2020

TRANSMITTAL VIA EMAIL

Jill Cronauer
Hunters Capital Real Estate, LLC
1620 Broadway, Suite 200
Seattle, WA 98122

Amy Nelson
The Riveter, LLC
1517 12th Ave., Suite 101
Seattle, WA 98122

Re: *Letter of Intent ("LOI") - The Riveter Co-work Space,
1517 12th Ave., Suite 101, Seattle, WA 98122*

Dear Ms. Cronauer and Ms. Nelson,

The purpose of this letter is to inform you that the City of Seattle ("City") intends to enter into negotiations on the terms and conditions to assume the Commercial lease dated February 14, 2017 between Ballou Wright Building, LLC ("Lessor") and The Riveter, LLC ("Lessee") for the property located at 1517 12th Ave, Suite 101 referenced above. The City has been in discussions with the current Lessee and Lessor about the terms and conditions for complete legal assignment of the lease from The Riveter, LLC to the City of Seattle in order to lease the property for public purposes and replace the current Lessee and release them of their legal obligations under the lease, at which point The Riveter, LLC would no longer be a party to the lease.

As you know, the City as Lessee intends to sublease the property to Black Lives Matter Seattle-King County ("BLMSKC"), a non-profit 501c(3), which has indicated that it intends to use this approximately 11,000 sq ft space for community building and to advance its mission and policy priorities.

The City believes this Letter of Intent serves to demonstrate its commitment to work with the Lessor and Lessee to arrive at terms and conditions regarding the assignment of the lease that

is mutually acceptable to all parties in the coming weeks. If you have any questions then please do not hesitate to contact me or Steven Shain, Real Estate Strategic Advisor on next steps. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Fong", with a stylized flourish at the end.

Mike Fong
Senior Deputy Mayor
Office of Mayor Jenny A. Durkan

Exhibit 26

WADE BILLER
12/10/2021

<p style="text-align: right;">Page 9</p> <p>1 Q. Do you typically -- so in the pre-COVID time, did 2 you work from home or did you work at a T-Mobile office? 3 A. It was in the office prior to COVID. 4 Q. And during the summer of 2020 time period, were 5 you working at home or in the office? 6 A. At home. 7 Q. And are you still working at home? 8 A. We began last month going in once a week, so I've 9 been going in on Wednesdays. That's optional. There are 10 folks that are still working primarily at home. 11 Q. Tell me where you live. 12 A. I live at 1125 East Olive Street in Seattle. 13 Q. Is that the Onyx? 14 A. Correct. 15 Q. And how long have you lived at the Onyx? 16 A. Since 2008, early -- first of 2008. 17 Q. Is that when the Onyx was built? 18 A. No, that's after it was converted into condos. 19 It was converted in 2007 from apartments. It was built in 20 2001. 21 Q. Okay. And are you currently on the homeowner's 22 association board of the Onyx? 23 A. Correct. 24 Q. And how long have you been on the board? 25 A. Since 2013.</p>	<p style="text-align: right;">Page 11</p> <p>1 A. That's the first name. 2 Q. And when -- can you recall when the elections for 3 directors are? 4 A. It's once a year, and it changes depending on, 5 you know, ongoing events that particular year. This year 6 it's in December. Typically it's -- we have it the first 7 quarter, so typically it's by March, but the board can 8 decide to have it after that. 9 Q. And are the five directors whose names you 10 provided me, which includes you -- are those the same five 11 directors who were in place in June 2020? 12 A. No, we've picked up two directors since then: 13 The Clint Zaner and the gentleman I mentioned as his first 14 name being Demas. 15 Q. So prior to the three directors, were you, Devin 16 Wakefield, and Faizel Khan? 17 A. Faizel Khan. 18 Q. Faizel Khan? 19 A. Correct. 20 Q. And what's your role on the board? Do you have 21 positions? 22 A. We do have positions: Secretary, president, and 23 treasurer currently. 24 Q. What is your role? 25 A. My role is president.</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. And how many people are on the board of the Onyx? 2 A. There's currently five, including myself. 3 Q. And is that the standard number of directors that 4 there always are? 5 A. That's the number allowed. In the past we've had 6 three was default, and we changed the bylaw -- or we 7 changed the declaration to allow five for better 8 representation. 9 Q. And when did you change the declaration? 10 A. I would say three years ago maybe. I don't know 11 right offhand. 12 Q. But before summer of 2020? 13 A. Absolutely, yes. 14 Q. And who were the five -- who were the four other 15 directors besides you? 16 A. I don't know their names exactly. I know there's 17 Faizel Khan, there is Devin Wakefield, there is Clint 18 Zaner, and then there is another gentleman -- I can never 19 pronounce his name correctly, so I'm not going to mess it 20 up here. 21 Q. What is -- 22 A. I can't -- 23 Q. -- so that I can figure out who it is? 24 A. Demas, D-e-m-a-s. 25 Q. And that's first name or last name?</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. And what is Mr. Khan's role? 2 A. He's actually serving as secretary. 3 Q. And who is the treasurer? 4 A. That would be Devin Wakefield. 5 Q. And are those the roles that the three of you had 6 in June 2020? 7 A. Correct. 8 Q. What is the role of the president of the 9 homeowner association? 10 A. Well, primarily it's just another vote on the 11 board, but the president is able to speak on behalf of the 12 board with conference and communication coordination with 13 the association board members, but other than that, I'm 14 strictly just another voter, and I -- just strictly another 15 voter. 16 Q. I'm going to mark as Exhibit 1 a document that I 17 will drop into the chat, so hold on one sec. And I 18 misspoke; I'm going to mark this as Exhibit 107 because 19 we've been marking them as we go across all of the 20 depositions. 21 (Exhibit No. 107 marked for 22 identification.) 23 MR. REILLY-BATES: Shane, just give us a moment 24 to pull this up. It's the first time. 25 A. Okay, I'm reviewing the item now -- 107.</p>

3 (Pages 9 to 12)

WADE BILLER
12/10/2021

Page 49

1 before the -- it was before the unmarked car came out to do
2 a report.

3 Q. So it was sometime the same overnight --

4 A. Right.

5 Q. -- that it was moved into the street?

6 A. That someone had moved it back.

7 Q. Did you contact 911 at any other point during
8 June 2020?

9 A. A number of times, yes.

10 Q. How many times?

11 A. During June, it was likely I called them a half a
12 dozen times if not more.

13 Q. And what did you call 911 for?

14 A. I believe the first time I called them after the
15 dumpster would have been for Car Tender, diagonal across
16 from where I live. So they are on the northeast corner of
17 12th and Olive. I had called them -- the police regarding
18 a large crowd developing, and they were -- there were a
19 number of people on the -- the gate to the parking lot of
20 that business, and they were attempting to knock the gate
21 down as far as I could tell or knock it -- it seemed like
22 they had knocked it off the -- the rails at that point as I
23 was calling into 911. And the group continued to grow. It
24 looked like anywhere close to 80 people or more.

25 Q. And did someone -- did a 911 operator take the

Page 51

1 Q. And what did 911 say when you called them about
2 barricades, randomly placed barricades, if you remember?

3 A. They said that I need to take it up with the
4 mayor and the city council.

5 Q. And how many times did you call about the
6 randomly placed barricades, as you put it?

7 A. I would say, you know, two to three times. I
8 know I called at least twice.

9 Q. And on both calls they said take it up with the
10 mayor and city council?

11 A. Right.

12 Q. Did they indicate that a SPD officer would be
13 dispatched?

14 A. No.

15 Q. Do you believe that calling 911 -- that the
16 placement of the barriers was an emergency situation?

17 A. It was because we know that we're not able to get
18 down that street as far as ambulance or fire and that they
19 would have to come from another direction, and at that time
20 it would only be from north 12th or back on Olive Street
21 between 12th and 13th; but we also knew that because at
22 that point I had reports from Kathleen indicating she had
23 seen rifles or weapons in a vehicle parked in front of her
24 business. And so the behavior of the protesters became
25 more -- it seemed more like it was strategic to a long-term

Page 50

1 call?

2 A. They did take the call.

3 Q. And what did you report to them?

4 A. I reported that there was a large group forming,
5 that they looked intent on breaking into the Car Tender
6 parking lot.

7 Q. And what did the 911 operator say to you about
8 that if you recall?

9 A. They said they had a number of other people
10 calling. They were trying to understand or get a better
11 impression of the group size. They had told me that it was
12 smaller. They said, "Are you sure? We're getting calls
13 saying 60." I'm like, yeah, I can see where that may have
14 been reported, but it's continuing to grow.

15 Q. Did the police respond to the incident at Car
16 Tender, as far as --

17 A. I have never -- I never seen any police respond,
18 whether it was an unmarked car or any other response from
19 what I could identify as police.

20 Q. What is the next time that you called 911?

21 A. It was likely during -- it was in the day, asking
22 about having the randomly placed barricades moved, and I
23 don't know what day that was. I called them a few times
24 just to get some sense of when they planned on getting back
25 to normal response.

Page 52

1 event as we continued to see more people organizing in the
2 area and larger groups were forming over time, it became
3 more of a concern of if we're not able to get the streets
4 open again, it's going to continue to get worse and more
5 obstructions would be in the forseen future. And so we
6 were wanting to avoid that.

7 Q. And what days were -- you said there were at
8 least two calls. Do you know what dates those were?

9 A. I do not.

10 Q. Do you know what part of June they were? Were
11 they before or after the City put in the eco blocks?

12 A. I believe they were before.

13 Q. And did you ever talk to those -- the -- anyone
14 not affiliated with the City -- so protesters -- about
15 moving those barricades that you called about?

16 A. No. I didn't necessarily have to talk to the
17 protesters before it became a hostile situation. I
18 typically would walk around my building and off streets and
19 would get confronted by random people that would ask me
20 what I was doing in the area. And these were people I'd
21 never seen before. And one gentleman, in fact, was in a
22 vehicle with Oregon plates on it wearing tactical gear head
23 to toe, and he was very confrontational and he wanted me to
24 talk to him.

25 He offered me water, and I said I'm not

13 (Pages 49 to 52)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

WADE BILLER
12/10/2021

Page 53

1 interested in water, and he says what are you doing here
2 and I said it's -- I live here, it's none of your business
3 to be asking me this.
4 I came to a point where I was concealed carrying
5 at that time. It became obvious to me that he was going to
6 continue to be aggressive, and so I just kind of navigated
7 my way out of that situation, saying never mind, you know,
8 whatever, carry on. I -- you know, I'm just hanging out
9 here, and I moved on. I was hoping not to escalate it
10 because at that point it seemed like, you know, he was
11 basically giving me a check in my own neighborhood.
12 Q. So my question was: Did you ever ask any of the
13 protesters at any of the barriers to move them?
14 A. You know, I moved them myself -- that would be
15 no. Let's put it that way. I had no reason to. I was
16 not -- they were -- they didn't seem like they were
17 reasonable people, so --
18 Q. Did you observe the barriers being moved so that
19 cars could drive by them?
20 A. On occasion. It depend -- it really depended on
21 how that conversation went with that individual person.
22 Q. You don't have any knowledge of the -- those
23 individual conversations; right?
24 MR. REILLY-BATES: Object to the form,
25 foundation.

Page 54

1 A. I had a number of conversations with people
2 blocking the road where barriers were placed and my attempt
3 to drive through, they stopped me and asked me questions.
4 BY MR. CRAMER:
5 Q. And then did they allow you -- were you able to
6 drive past?
7 A. At some point. It took some negotiation.
8 Q. Were you ever turned around and not allowed to
9 pass?
10 A. Not by -- not by any of the -- not by any of the
11 occupied barriers, no.
12 Q. So you -- okay.
13 A. But I would add that that's because I didn't make
14 demands saying "Let me through"; it was more like "I need
15 to get over here," and they would be like "Why?" So they
16 would eventually move stuff; it was a matter of
17 negotiating.
18 Q. And are you aware of anybody who was not allowed
19 to pass?
20 A. No. I'm certain there are scenarios.
21 Q. But you are not aware of any?
22 A. I'm not personally aware.
23 Q. Do you recall the -- strike that.
24 Did you ever speak with anyone from the Seattle
25 Department of Transportation regarding the removal or

Page 55

1 relocation of barriers?
2 A. I did not.
3 Q. Did you ever speak with anybody from Seattle
4 Department of Transportation about anything relating to the
5 CHOP or CHAZ area?
6 A. I did not.
7 Q. Did you ever speak with anyone from the City
8 on-site in the area about CHOP or CHAZ?
9 A. Could you give me a time frame and then reask the
10 question?
11 Q. Sure. So in the June time period, did you ever
12 talk to anybody from the City who was on-site in the
13 neighborhood?
14 A. I was not aware that they were on-site and
15 available. I know that there were some negotiations with
16 the protesters with the City officials, but I did not go to
17 any of those negotiations.
18 Q. But did you talk to individuals from the City
19 about garbage pickup or recycling or anything of that
20 nature?
21 A. Not -- not during the June time frame.
22 Q. Was -- was the garbage and recycling at Onyx
23 generally picked up as scheduled during the June time
24 period?
25 A. It was hard to tell because the dumpsters would

Page 56

1 come up missing and then get returned and sometimes they
2 were empty. So overnight they would get moved and then
3 they would reappear the next morning.
4 Q. Did any of the unit owners complain about garbage
5 not being available -- the garbage dumpsters not being
6 available?
7 A. They are primarily recycle. The one compactor --
8 the compactor unit the residents are not aware of. It
9 doesn't impact them directly. Their recycle bins -- there
10 may have been questions asked about it, but it's not
11 uncommon for them to be on the street, and they typically
12 pile up the recyclables inside the garage anyway when that
13 occurs, so --
14 Q. I guess more generally, was the Onyx garbage and
15 recycling generally picked up and dealt with in a somewhat
16 timely fashion during June?
17 A. I didn't -- I was not under the impression that
18 there was any -- any service disruption during June.
19 Q. Did any homeowners complain to you about access
20 issues with the garage during June 2020?
21 A. No, but we did put up notice informing people to
22 ensure that be on the watch to make sure that people did
23 not attempt to block the driveway or put in barriers. We
24 didn't have that type of activity taking place at the
25 garage entrance during June.

14 (Pages 53 to 56)

WADE BILLER
12/10/2021

Page 57

1 Q. Did you get the sense generally that more people
2 in the Onyx were working from home in that time period due
3 to COVID than otherwise would have been?

4 MR. REILLY-BATES: Objection. Vague, foundation.

5 A. Honestly, I wasn't getting that sense. I thought
6 I would, but it seemed like I'd seen less people at the
7 Onyx during June. In fact, it seemed like we saw there
8 were less people at the Onyx the rest of the year. And I
9 don't know if that's -- what that's related to; that's just
10 my impression. I can't speak to it specifically.

11 Q. Were there any other -- so I think you testified
12 previously that you made -- that you can recall two 911
13 calls regarding barricades in the roads. What times of day
14 would those calls have been made?

15 MR. REILLY-BATES: Object to the form to the
16 extent it misstates witness's prior testimony.

17 You may answer.

18 A. I understood it to be during the day, midday,
19 midafternoon.

20 BY MR. CRAMER:

21 Q. And did you also testify earlier that you may
22 have made one or more additional calls just to ask when
23 things were going to go back to normal?

24 A. Yes, but I honestly cannot recall what dates or
25 the conversations.

Page 59

1 A. Not of any authority.

2 Q. Who did you meet with that had no authority?

3 A. There may have been some minor conversations with
4 City Light or something like that. That's not uncommon
5 because of the building or --

6 Q. Okay. Were you aware at the time that the mayor
7 made at least two trips to the Cal Anderson area to meet
8 with businesses and residents?

9 A. I was aware that she made a visit to the park for
10 planting of sorts for putting in a garden. That was my
11 only understanding.

12 Q. And who did you get that understanding from?

13 A. Neighbors, media source, I don't recall.

14 Q. Have you heard from anyone that any other
15 businesses in the area -- that they met with the mayor
16 during June 2020 to talk about issues surrounding that
17 area?

18 A. No, I did not.

19 Q. Did you meet with any other businesses in the
20 area during June 2020 about the circumstances and things
21 that were going on in the neighborhood?

22 A. Yes.

23 Q. And when -- how many times did you do that?

24 A. Maybe twice. There was probably a prelude to
25 getting together as far as what are next steps to resolve

Page 58

1 Q. Do you recall how many calls there would have
2 been?

3 A. No.

4 Q. Do you recall calling 911 on any other occasions
5 during June 2020?

6 A. No.

7 Q. Did you ever call the police department non-911
8 during June 2020 for anything?

9 A. Not -- not that I recall, no.

10 Q. Did you ever call the fire department for
11 anything?

12 A. No.

13 Q. Did you ever call any other City departments
14 during June 2020?

15 A. I called the mayor's office and left a voice
16 mail.

17 Q. And when did you do that?

18 A. I don't remember the day.

19 Q. And did you ever -- did the mayor's office or
20 anyone on behalf of the mayor's office call you back?

21 A. No.

22 Q. Did you ever meet with anyone from the City
23 during June 2020 when the City -- strike that.

24 Did you ever meet with anyone from the City
25 during June 2020?

Page 60

1 the barricades and the ongoing nightly noise and random
2 gunfire, but I don't have a date.

3 Q. Do you know --

4 A. Sorry, a lot of those conversations were just
5 kind of ad-lib; they weren't like a meeting of businesses
6 at all; we were more or less just trying to string together
7 a group at that time.

8 Q. And were those -- where did those -- how did
9 those conversations occur? In person? Over e-mail? By
10 text?

11 A. They took place in person or over text or over
12 Signal.

13 Q. Okay. And the ones that were in person -- do you
14 recall how many of those there were?

15 A. No. They were sporadic. It was anytime we had a
16 chance to meet them, if they were on a corner. You know,
17 we didn't constantly talk to each other via text; it was
18 more like we're outside, we bump into each other, or we're
19 potentially going outside to see what's going on or we
20 would go out to -- to try to understand with more clarity
21 and if other people were having the same concerns.

22 So it wasn't like -- it wasn't -- we were texting
23 around telling people we had concerns. It was trying to,
24 you know, gauge -- gauge the circumstances to understand
25 if -- what -- if we were being reasonable or our concerns

15 (Pages 57 to 60)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

WADE BILLER
12/10/2021

<p style="text-align: right;">Page 125</p> <p>1 Q. But again, Mr. Wakefield wasn't made aware of it 2 until after the lawsuit had already been filed; right? 3 MR. REILLY-BATES: Objection, vague. 4 A. Wasn't aware of the no cost or potential cost? 5 BY MR. CRAMER: 6 Q. The potential cost because he wasn't aware of the 7 lawsuit until it had been filed; right? 8 A. That being the case, no, he wouldn't know. 9 Q. And is that what you meant in the next paragraph 10 when you said that you took the, quote, forgiveness 11 approach to be able to expedite this lawsuit, end quote? 12 A. Well, as far as getting the ducks lined up in a 13 row, I pulled the -- I pulled the trigger on it before 14 maybe everything was lined up on our side to -- to normal 15 expectation, I would say. 16 Q. Are you -- do you have monthly board meetings? 17 A. We typically do prior to COVID. We attempt to 18 have monthly Zoom meetings now. 19 Q. Is this lawsuit something that's discussed at 20 those meetings? 21 A. It isn't now. It was after our first -- our 22 first meeting after CHOP. I don't even know if we had a 23 meeting during CHOP, to be honest with you. 24 Q. Okay. So do you know if this is -- if the 25 lawsuit has ever been discussed at a homeowners association</p>	<p style="text-align: right;">Page 127</p> <p>1 telling him not to delete or destroy any documents 2 (inaudible) e-mails? 3 A. No. 4 Q. And Mr. Wakefield's been a director of the board 5 the whole time? 6 A. Right. 7 Q. And Mr. Khan -- did he get a litigation hold? 8 MR. REILLY-BATES: Objection, lack of foundation. 9 BY MR. CRAMER: 10 Q. Do you know whether Mr. Khan got a litigation 11 hold? It's a fair objection. Do you know whether Mr. Khan 12 got a litigation hold instructing him to -- 13 A. Based on conversations with him, I would say yes. 14 MR. CRAMER: I want to mark another exhibit. 15 (Exhibit No. 111 marked for 16 identification and later 17 withdrawn.) 18 BY MR. CRAMER: 19 Q. Mr. Biller, this is Plaintiffs' Initial 20 Disclosures. I can represent to you that what this is is a 21 pleading that your counsel put together, and one of the 22 things that it's supposed to take into account is the 23 damages being claimed by each of the plaintiffs, and so I 24 want to ask you, if you flip to the top of Page 6 -- or 25 sorry, I want to go further -- to the bottom of Page 14.</p>
<p style="text-align: right;">Page 126</p> <p>1 meeting? 2 A. It was discussed at some level since its 3 inception, and there's been -- there was a follow-up with 4 an open meeting with all owners at the end of the year to 5 see if they wanted to join in addition or had any 6 additional concerns. Many people -- many owners said is 7 there anything we can do to help. 8 Q. And have you asked any of those owners to collect 9 their documents relating to CHOP/CHAZ or the June 2020 time 10 period? 11 A. I had asked one person which offered. Hasn't 12 been -- a request has not been sent to each owner looking 13 for individual damages. 14 Q. And I'm not talking about damages; I'm just 15 asking about the preservation and production of potentially 16 relevant documents. Did you send a litigation hold to the 17 members of the association instructing them not to delete 18 texts, e-mails, documents that might be relevant? 19 A. I don't know if that took place or not. 20 Q. Did you receive a litigation hold telling you not 21 to delete or destroy any e-mails, texts, relevant 22 documents? 23 A. I did, yeah, but I don't recall having one -- I 24 don't recall getting a request for individual owners. 25 Q. Did -- did Mr. Wakefield get a litigation hold</p>	<p style="text-align: right;">Page 128</p> <p>1 A. Okay. 2 Q. Do you see where it says "Onyx Homeowners 3 Association"? 4 A. Yes. 5 Q. It says: "Onyx Homeowners Association presently 6 estimates its to-date financial losses due to CHAZ/CHOP and 7 its aftermath to \$4,299 due to increased security costs and 8 the costs of building cleaning." 9 Now, I -- I understand that you have submitted 10 invoices since this time that increase that amount, but in 11 terms of types of damages, is this -- does this still 12 accurately reflect the types of damages that Onyx is 13 seeking, meaning increased security costs and costs of 14 building cleaning? 15 A. This is still true today. This would have been 16 for private security as well as the graffiti removal. 17 Q. Are there any categories of costs that Onyx 18 Homeowners Association is seeking that are not included in 19 this disclosure, in this paragraph? 20 A. From a financial losses perspective, there's 21 nothing in addition to this. 22 Q. Are there any nonfinancial losses that Onyx is 23 seeking? And that's just triggered by your answer. You 24 said these are the only financial losses; I'm curious if 25 you're leaving something out that you think is also should</p>

32 (Pages 125 to 128)

WADE BILLER
12/10/2021

Page 133

Q. Are you seeking damages as part of this class action relating to when you were kicked on June 8th?

A. No.

Q. Are you seeking emotional distress damages due to CHOP or CHAZ?

A. Yes.

Q. As part of this -- this class action?

A. I honestly think that falls under the constitutional aspect of it -- me personally -- that's how I'm looking at it. I'm not looking for, you know, some psychiatric costs -- costs to be considered. So I don't have a dollar amount from any -- you know, any -- any mental health professionals or anything like that. That's not my take on it.

Q. Well, so let's take a look at Page 14 of Exhibit 111.

MR. REILLY-BATES: Is it 107, Shane, or is it 111?

MR. CRAMER: I'm sorry, it's No. 8. Exhibit No. 8, which I -- it's the one that I -- (Discussion off the record.)

A. And what line?

Q. Where it says "Wade Biller" and then "Present Estimate of Financial Damages. Mr. Biller may have personal and/or emotional damages due to CHAZ/CHOP and its

Page 135

connection with this lawsuit?

MR. REILLY-BATES: Objection. Lack of foundation, calls for legal conclusion.

You may answer.

A. Honestly, I don't know what else people may have in the pipeline. I'll be as transparent as I can. I would assume there's more, but who's going to come forward by whatever reasons they have to come forward or not come forward -- that's something I can't answer.

BY MR. CRAMER:

Q. Would you agree with me that whether someone has suffered emotional distress as a result of CHOP or CHAZ is something that differs from person to person?

MR. REILLY-BATES: Objection, calls for legal conclusion.

A. I -- I think everybody's involvement was different based on their location or whether they were, you know -- whether they were residing in the area at the time or had they left or whether they were out at night or during the day or what maybe their normal day activities may have consisted of or whether they'd made some significant changes, so I really can't answer that.

BY MR. CRAMER:

Q. There are, I think you said, 62 or so different units in the --

Page 134

aftermath."

A. Yes, so the personal damages would be the out-of-pocket expense.

Q. Okay. The -- this was provided to us -- this document was served in a lawsuit on September 28th, 2020, so the -- this reference to personal damages as it relates to the injuries that you suffered when you were cut by the machete on September 8th. Is that what your testimony is?

A. Correct.

Q. Okay. And the emotional damages -- what -- do those -- what do those relate to?

A. I would say the circumstances that were allowed to unfold due to the standoffish nature of deescalating demonstrators by the City.

Q. And how much -- what dollar figure are you seeking in this lawsuit to compensate you for your alleged emotional damages?

A. I'm not seeking a dollar amount in regards to the emotional damages and/or -- I'm only seeking the reimbursement for out-of-pocket for personal medical bills in regards to that particular instance.

Q. And as a putative class representative on behalf of other residents in the Cal Anderson area, are you -- is it your belief that none of the residents in the Cal Anderson area are seeking emotional distress damages in

Page 136

A. There's 65 total, and 62 are residential.

Q. Would you agree with me that, even amongst those people, individuals' perspective on what was going on in the neighborhood is different?

MR. REILLY-BATES: Objection to the extent it calls for legal conclusion, vague.

You may answer.

A. No one came to me with any emotional or personal, physical, I guess, or anything like that. They didn't report any circumstances that they were involved in.

BY MR. CRAMER:

Q. But I guess the question is slightly different. Your -- you've put yourself forward to be a class representative on behalf of the residents in the Capitol Hill area, and my question and your counsel has disclosed that one of the types of damages that you're seeking is emotional distress damages. And you've told me now that you're not. And that's correct; right?

A. Well, I'm trying to -- I'm trying to decipher my claim as an individual and then the association's claim because I'm not claiming damages or security directly on behalf of myself or graffiti removal; that's on the association's behalf.

Q. Right, and in this document, so you're listed -- it's alphabetical, and you're listed as the third entry,

34 (Pages 133 to 136)

WADE BILLER
12/10/2021

Page 233

SIGNATURE

I declare that I have read my within deposition,
taken on Friday, December 10, 2021, and the same is true
and correct save and except for changes and/or corrections,
if any, as indicated by me on the "CORRECTIONS" flyleaf
page hereof.

Signed in _____, Washington,
this _____ day of _____, 2021.

WADE BILLER

Page 234

REPORTER'S CERTIFICATE

I, Mindy L. Suurs, the undersigned Certified Court
Reporter, pursuant to RCW 5.28.010, authorized to
administer oaths and affirmations in and for the State of
Washington, do hereby certify:

That the foregoing testimony of WADE BILLER was given
before me at the time and place stated therein and
thereafter was transcribed under my direction;

That the sworn testimony and/or proceedings were by me
stenographically recorded and transcribed under my
supervision, to the best of my ability;

That the foregoing transcript contains a full, true,
and accurate record of all the sworn testimony and/or
proceedings given and occurring at the time and place
stated in the transcript;

That the witness, before examination, was by me duly
sworn to testify the truth, the whole truth, and nothing
but the truth;

That I am not a relative, employee, attorney, or
counsel of any party to this action or relative or employee
of any such attorney or counsel and that I am not
financially interested in the said action or the outcome
thereof;

DATE: December 20, 2021

Mindy L. Suurs

Mindy L. Suurs
Certified Court Reporter #2195



59 (Pages 233 to 234)

Exhibit 27

BILL DONNER
11/16/2021

Page 9

1 Q. Yes. And just look through those and let me know
2 whether you're prepared to testify with respect to those
3 today.
4 A. Okay.
5 Well, I have gone over these in the past, and my
6 CFO prepared some of the documents. He knows more
7 particulars than I do, but I can address the issues with
8 you.
9 Q. Okay. And what did you do specifically in
10 advance of today's deposition to prepare to answer the
11 questions under these topics?
12 A. Well, I saw the questions and we went back over
13 our memory and all of our information with my CFO, with our
14 lawyers to come up with the best answers that we could.
15 Q. Okay. And when did you do that?
16 A. I do not remember specifically. In the past,
17 there have been a number of times we were going to have my
18 deposition taken and then it got canceled, so we've done it
19 more than once. I haven't tracked the dates.
20 Q. Okay. Have you done it in the past week, or are
21 we talking earlier than that?
22 A. We did go over this in the last week.
23 Q. Who's your CFO?
24 A. Barry Cosme, C-o-s-m-e.
25 Q. And did you look at any documents to get yourself

Page 11

1 Q. What's that?
2 A. Correct.
3 Q. So the one company has both the labeling business
4 as well as serves as the landlord and owns the building?
5 A. Yes.
6 Q. How long has Richmark been doing business?
7 A. Over 70 years.
8 Q. And when did you -- strike that.
9 You're the owner of Richmark; is that correct?
10 A. Yes.
11 Q. Did you start the company?
12 A. No.
13 Q. Who started the company?
14 A. My father.
15 Q. And what is your title?
16 A. President.
17 Q. And how long have you been the president of
18 Richmark?
19 A. 51 years.
20 Q. And has Richmark always been located at the 11th
21 and Pine address?
22 A. No.
23 Q. Where was it before?
24 A. Originally 3131 Western Avenue, then it went to
25 1505 Western Avenue, and we -- Richmark leased the space

Page 10

1 prepared to testify to these topics?
2 A. I've looked at the documents that he prepared and
3 supplied our counsel.
4 Q. And what -- just generally, what type of
5 documents were those?
6 A. Spreadsheets.
7 Q. Can you describe for me what Richmark is, what
8 kind of a company that is?
9 A. Richmark manufactures pressure sensitive labels,
10 the types of labels that you put on packaging, wine,
11 liquor, retail products. We peel them off a liner and
12 they're applied to another surface.
13 Q. And just looking at the deposition notice, is the
14 company technically Richmark Company, or is it Richmark
15 Label?
16 A. It's The Richmark Company, dba Richmark Label.
17 Q. And I understand that Richmark Company owns a
18 building on 11th and Pine; is that correct?
19 A. Correct.
20 Q. And do you also lease part of that building out
21 to tenants?
22 A. Yes.
23 Q. And the entity that is the landlord or does that
24 is also Richmark Company; is that right?
25 A. Correct.

Page 12

1 where we are right now in 1970.
2 Q. And so since 1970, has Richmark been at its
3 current location?
4 A. Yes.
5 Q. And I understand that Richmark also owns the
6 building where Northwest Liquor & Wine is located?
7 A. That's correct. It's the upper floor.
8 Q. Okay, that was my question. Is it all part of
9 the same building?
10 A. Yes, it is.
11 Q. And I'm familiar with your building. I am less
12 familiar with where the tenants are located. Can you
13 describe where the labeling business is and then, you know,
14 where the spaces are that you lease out?
15 A. The building is between 11th and 12th Avenues.
16 The south side is Pine Street. Okay, you can enter
17 Richmark from doors on Pine Street between 11th and 12th.
18 We have a parking lot, customer parking, trucks come in and
19 out on 11th Avenue. All the tenants, including Northwest
20 Liquor, enter from 12th Avenue, and there is no connection
21 between where the tenants are on the floor above us and
22 where Richmark is.
23 Q. So is it fair to say that the labeling business,
24 the Richmark labeling business is the first floor and
25 everything on the second floor is tenant space?

3 (Pages 9 to 12)

BILL DONNER
11/16/2021

Page 13

1 A. Correct.
2 Q. And are there windows on the labeling space, or
3 is that fully enclosed without windows?
4 A. There are no windows on the 11th Avenue side.
5 Pine Street has glass double doors that people come in and
6 out of but no windows.
7 Q. And in terms of I think you mentioned a parking
8 lot on 11th. Is there also a parking garage?
9 A. The -- you mentioned the first and second floors
10 of the building. There is a basement, and we have employee
11 parking in the basement for Richmark, and it also parks on
12 the -- parking lot on 11th Avenue. On 12th Avenue where
13 the liquor store and the tenants enter, it was a automobile
14 dealership; so to the right of the doors where cars used to
15 go in and out, that is employee parking for Richmark and
16 customer parking for the liquor store.
17 Q. Sorry, I'm going to drop another document into
18 the chat.
19 (Exhibit No. 84 marked for
20 identification.)
21 MR. WEAVER: Let me know if you need help getting
22 it up.
23 A. Am I supposed to be doing something now?
24 MR. WEAVER: Yeah, I mean -- yes.
25 A. I have no idea what you want done. I am not a

Page 14

1 tech person, so I apologize in advance.
2 BY MR. CRAMER:
3 Q. Did you see in the chat, which is the white part
4 on the right, a document that's numbered 84?
5 A. Okay, right there. Click on it?
6 MR. WEAVER: Click on it and save and then you
7 have to click on it again after you've saved it to open it,
8 but it should open. And there you go.
9 A. Okay.
10 BY MR. CRAMER:
11 Q. And so what I've dropped into the chat is
12 Exhibit 84. It's a photograph. Do you recognize what it's
13 a photograph of?
14 A. Yes.
15 Q. Okay. And what is it a photograph of?
16 A. Okay, it's -- the street is 11th Avenue. To --
17 there is a truck parked against the building. If you go
18 about 50 feet to the right, which you can't see is Pine
19 Street, the windows up above that you can see on the second
20 floor -- that is where the tenants are. That's the tenant
21 floor. Richmark is down below. You can see the loading
22 dock -- do you see where Richmark Label is on the building?
23 That is an open door for trucks to come in and out of. On
24 both those doors, it's where customer parking is. We have
25 a few spots for it, and all our employees park in that

Page 15

1 parking lot.
2 Q. And you said that there's parking in the
3 basement. Thank you for describing the photo. I was just
4 trying to get a sense of the layout for Richmark. You said
5 that there's a basement with parking. How do you access
6 the basement?
7 A. Okay. You see where that -- the truck is against
8 the building?
9 Q. Yes.
10 A. Okay. If you go about 10 feet to the right of
11 that, there's an overhead door, and you, from that, go in
12 and out of the basement.
13 Q. Okay. So then there is -- and the basement
14 parking you said is for employees of Richmark?
15 A. Correct.
16 Q. And then this parking lot that we see on Exhibit
17 84 -- that's also -- that's customer parking and employee
18 parking?
19 A. Yes.
20 Q. Okay. And then the garage that you described on
21 12th is parking for the liquor store and additional
22 Richmark parking or is that tenant parking?
23 A. Richmark parking, yes.
24 Q. And the loading docks for Richmark -- those are
25 the two loading docks that are visible in the photograph

Page 16

1 that's 84; is that right?
2 A. Yes.
3 Q. Can you describe for me what Richmark's -- what
4 the labeling company's typical hours are?
5 A. We operate two shifts about 20 hours a day,
6 Monday through -- Monday through Thursday for production,
7 Monday through Friday for the rest of the building. The
8 days -- do you want the details?
9 Q. I do, thank you.
10 A. Okay. The day shift starts -- we get there
11 around 4:45. People come in in production between 4:45 and
12 6:00. Office people come in -- drift in -- because we deal
13 on East coast and West Coast -- will come in from 5:30,
14 6:00, up through 8:00.
15 So we get in around 4:45, employees come in from
16 then until -- production until around 6:00. Trucks that
17 deliver product that we have to print -- picking up and
18 delivering starts as early as 6:00.
19 Q. And when did those -- when do the trucks that are
20 picking up and dropping off -- when do those --
21 A. All day long. We don't -- we get materials in
22 frequently during the day. Trucks will come in to drop
23 things off. It's very random. But there are trucks there
24 every hour. How many, it varies, but they come in and out.
25 Primarily they're bringing things to us. When we ship

4 (Pages 13 to 16)

BILL DONNER
11/16/2021

Page 45

meeting?

A. No.

Q. And the -- taking a look at the bottom e-mail on this thread, it looks like you were contacted by Sabrina Bolieu --

A. Let me scroll down and make sure I'm seeing what you're seeing here. Yeah, the one that's addressed to Mike signed by me. Okay. What was the question again?

Q. It says that you were contacted by Sabrina Bolieu.

A. Right, and you mentioned that earlier.

Q. And do you know why she was reaching out to you?

A. Not that I can remember. She -- not that I can remember.

Q. Was it in relation to what was going on in Capitol Hill, I assume?

A. Yes.

Q. And do you remember how Ms. Bolieu got your contact information or how you got hers?

A. No, I don't.

Q. And June 11th -- that's three days after the -- the precinct was vacated?

A. I'm sorry, was that a question?

Q. Is that correct?

A. I don't remember the dates.

Page 46

Q. And after the -- do you recall anything that Mr. Malone told you about that meeting that they had?

A. No.

Q. Did you ask him what happened at the meeting?

A. When we talked, I'm sure we discussed what was going on, but I can't now remember anything concrete coming out of it. I don't remember anything concrete coming out of any discussions during the month with anybody.

Q. So the top e-mail here, you write "I love Malone." Do you know -- first, who's Alan Anderson?

A. Oh, he works for me.

Q. And do you know why you wrote "I love Malone"?

A. I have no idea.

Q. Is it because Mike Malone was bringing up the idea of a massive class action lawsuit against the mayor and the City?

A. I don't remember. I've known Mike Malone since about 1970, I've had a lot of interactions with him and -- friendly and otherwise. So I just at this point can't remember anything specific about it.

Q. At some point is it your belief that some sort of blockages were placed on some of the streets in and around Cal Anderson?

MR. WEAVER: Objection.

Answer if you can.

Page 47

A. Can I tell you about the blockages in and around that area that I am familiar with?

BY MR. CRAMER:

Q. Yes.

A. Okay. I don't want to bore you with it, but at some point in the month, they blocked off Pine Street. The 11th Avenue where -- you mentioned before on the exhibit -- where our loading docks are, the trucks would come down 11th, get almost to Pine, and then back in. Okay? They couldn't get out in traffic on Pine. So the business activity happened along 11th. There were no cars, nothing was happening on Pine Street. It was blocked off completely at some point during the month, and the trucks would try and get in and out. There were barricades by the protesters in addition to the cement blocks blocking 11th Avenue at that corner on 11th and Pine. My loading docks may be 100 feet, 150 feet in from -- on 11th Avenue from that side. Okay.

The park and the playfield filled up, and our real problems getting in and out and fears were on the 11th Avenue side, not the Pine Street side because the 11th Avenue is where people were living and congregating during the day. And then, as I said, most of the time by late in the day, they would get over to Pine, and those -- the what I call metal barricades were put up.

Page 48

Q. And were there barricades or blockages anywhere else on 11th?

A. The north corner of our block is Olive, 11th and Olive. Okay? For a good portion of the month, I would call them protesters -- I don't know what else to call them -- would take garbage cans, metal posts, railings, furniture and block off 11th Avenue. But they may have gone a block north of Olive. I wasn't up there much; oftentimes I saw it was open. But I would come down 11th Avenue, you know, 4:45 in the morning, they would stop me, pretend they weren't going to let me through. I said, look, we've got the business on the corner, trucks were coming in. Couple of days I had to drive on the sidewalks to get around, get into the lot, come back, talk to them.

And generally the protesters helped us at some point move some of the barricades, most of the time I'm not the first person in my factory at 4:45, so I would get other employees and we'd come out and we'd talk to people and try and move what we could so that the trucks could get in and our people could get into our parking lot, park and work.

Q. And the people that you say were at 11th and Olive -- did they ever tell you why the streets were being blocked?

A. I did not engage them. I didn't know them

12 (Pages 45 to 48)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

BILL DONNER
11/16/2021

Page 49

1 personally. I didn't know what their beliefs, attitude. I
2 didn't know if they were belligerent. The best thing to do
3 was just say nice, polite -- please, thank you, can you
4 help us move so we can get in. They generally did, but
5 they moved barricades back enough so that a car, sometimes
6 a truck could get in.

7 We -- I'd have some of my employees and me stay
8 out there, tell employees, truck, yeah, you can come in.
9 Most of the time during the month trucks did get in, people
10 came in. There were some truck drivers, their company said
11 they didn't have to, they were afraid. They were
12 intimidated. So there were times when we didn't get
13 shipment in or we didn't get shipments out.

14 Customers -- there were no press checks then.
15 People just -- if they didn't have to deal with what was
16 going on up there, people didn't come up.

17 Q. The protests or the people on 11th and Olive --
18 they were generally very polite; is that right?

19 MR. WEAVER: Objection.

20 A. To my best recollection, most of the time, yes.

21 BY MR. CRAMER:

22 Q. And they moved the blockages when -- when you
23 asked them to move them?

24 A. Some would. Some -- some of them were heavy.
25 Sometimes they would go get a couple other people, so my

Page 51

1 Q. And at some point did the SDOT, Seattle
2 Department of Transportation, made a more formal access
3 plan for the area around your business; is that right?

4 MR. WEAVER: Objection.

5 A. No, I don't know anything about that.

6 BY MR. CRAMER:

7 Q. Did Mr. Zimbabwe come out and see you and talk
8 about how you could use the loading dock and make sure
9 there was access for the loading dock?

10 A. If I saw him, which I did -- I don't remember how
11 many times I saw him -- if I saw him, with him and
12 everybody else, I would just ask, "Is there anything you
13 can do to help me?" But nobody in the City was going to
14 confront, based on the people I talked to -- I shouldn't
15 say nobody in the City -- the people I talked to had no
16 intention of confronting any of the protesters.

17 And as I say, when Mr. Zimbabwe and I walked up,
18 I just remember it's the one thing I remember because it
19 stuck out in my mind about the school teacher from
20 Puyallup. She said, "I'm not moving it and there's nothing
21 you can do to make me do it." And we just said, "Thank you
22 very much" and walked away.

23 Q. And did you get a sense for what concerns the
24 City had about for why they weren't clearing the area
25 sooner?

Page 50

1 people and those people -- we have to move a couch, we'd
2 move the barricades. We got -- we managed. We managed.
3 Some days were much tougher than other days.

4 Q. But every day you were able to get to your
5 business?

6 A. Yeah. Sometimes not exactly when we needed to.
7 Sometimes it was a half hour later, sometimes the
8 barricades were heavier, took more of us to move them.
9 There were a couple of times when one of the protesters
10 went and got several other people to help move some of the
11 stuff out of the way. So there was only one woman one
12 time -- school teacher from Puyallup -- who threatened
13 Mr. Zimbabwe and me. And that was one time, one morning
14 out of the entire month.

15 Q. And so it seems like Mr. Zimbabwe was there, too,
16 assisting you?

17 A. Not in moving things, but he was in the area. I
18 don't know how often. He didn't come to see me all the
19 time. I was not, you know, the focus of his attention, but
20 he was as everybody else, very polite, sympathetic, no
21 promises. You know, I would ask everybody if they heard
22 anything, please let me know, especially around eventually
23 when it came time that the assumption was made by me, my
24 employees that this couldn't go on forever and we just
25 wanted to know about it.

Page 52

1 MR. WEAVER: Objection.

2 A. No, I didn't have any idea that they had any
3 concerns at all. As you say, they put up the porta
4 potties, they put up the barriers. The activity on the
5 streets grew during the month of June unabated, as far as I
6 could tell, so I wasn't aware that the City had any plans
7 to do anything.

8 BY MR. CRAMER:

9 Q. And you don't know why they provided the porta
10 potties; right?

11 A. No.

12 Q. They could have provided them, you know, because
13 there were no other businesses with bathrooms open?

14 A. I don't know.

15 MR. WEAVER: Objection.

16 BY MR. CRAMER:

17 Q. Could have provided them as a public health --
18 for public health reasons?

19 MR. WEAVER: Objection.

20 A. I don't know.

21 BY MR. CRAMER:

22 Q. And so you don't recall Seattle Department of
23 Transportation coming out to modify the street access
24 plans?

25 MR. WEAVER: Objection.

13 (Pages 49 to 52)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

BILL DONNER
11/16/2021

Page 85

1 now want to mark another document -- we'll mark it as 92 --
2 which I believe is an updated damages estimate that
3 Richmark provided, so that should be coming to you in the
4 chat.

5 A. I don't have that strip on the side of my screen.

6 MR. WEAVER: Let me pull that up.

7 A. Okay. Okay, 92.

8 BY MR. CRAMER:

9 Q. Do you recognize this document?

10 A. Just a second. I'm just -- hang in there one
11 second.

12 Q. And at least on my screen I need to increase the
13 size, so feel free to do that on yours if you --

14 A. No, I can read it, I just have to scroll -- no,
15 I'm okay. I'm squinting, but I'm fine.

16 Okay, yeah, this looks -- yeah, okay.

17 Q. So is this the one that you -- is this the
18 damages estimate that you reviewed in advance of today's
19 deposition?

20 A. Yeah, this is one -- I apologize for the other.
21 I mean it was just --

22 Q. It was not you; it was on our end, but we all are
23 on the same page now.

24 Before I ask you substantive questions about the
25 estimates themselves, I want to ask you who are the various

Page 87

1 employees?

2 A. May I take a second, please?

3 Q. Yeah.

4 A. I am there separately named, if you saw on there,
5 about a third of the way from the top.

6 Q. Okay. Where are you referred to --

7 A. It's about a third of the way from the top, it
8 starts -- first name on the left is Bill, Bill Donner and
9 CFO -- do you see that? You extend over to the right and
10 the number is 42,846.

11 Q. Right, but that is not a -- that's not
12 referencing your time -- right? -- or your hourly rate?

13 A. Correct.

14 Q. That's just a description of that \$42,000 entry?

15 A. Okay, I'm looking -- I'm looking through this
16 right now. Just a moment. Let me go down a little bit
17 more. Just a second. I'm talking to myself, I apologize.
18 I haven't looked at this for a while, I apologize. I'm
19 trying to sort it out.

20 Q. Well, let me ask you a different question. The
21 top entry: "Extraordinary employees management by CFO and
22 department managers, \$5,700 --" what does that mean? Like
23 what does that include?

24 A. Extra work done by the managers. Anything having
25 to do with what was going on -- talking to employees,

Page 86

1 employees that are listed here. Like who is Employee E?

2 A. I have no clue. But what we did was this: I
3 mean we have a variety of people with a variety of names,
4 and my -- because I talked to my CFO about it, and he did
5 not -- again, nobody gave me information one way or
6 another -- did not feel it was necessary that you know
7 everybody's name other than they exist, and each one is
8 somebody who has an hourly rate and taxes and they are
9 people in the production area.

10 What they did to help in the time they used has
11 no bearing on what they normally do for a job. It's just
12 everybody pitched in. So I mean we can get you if you want
13 names, but it really -- I mean this was not done to, you
14 know, hide anything. He just chose to do it this way
15 because he didn't think you would want or should have
16 individuals' names.

17 Q. Well, we can follow up on that. We will want the
18 individuals' names, but just so I'm clear and the record's
19 clear, Employee E does refer to a specific employee of
20 Richmark?

21 A. Correct.

22 Q. Okay. Are any of these employees referring to
23 you?

24 A. No.

25 Q. Are all of these employees referring to hourly

Page 88

1 calming them down, working with it, doing things that would
2 not normally be -- that would take away from their
3 productivity and their time. And these are the hours --
4 you see the rates per hour, hours, and the salaries.

5 Q. And how did you keep track of those hours that
6 you contend were associated with those activities?

7 A. Well, as I mentioned before, when we had to do
8 this, we sat down -- several of us -- and went over the
9 month -- what we did, took notes, and the CFO compiled this
10 from them. I don't remember any of the particular
11 discussions other than there were a lot of them and that we
12 spent some time and I think we had gone back and we revised
13 it. The idea was to make it as conservative and yet
14 accurate and not, you know, put in numbers that were, you
15 know, grossly inflated at all.

16 So they are simply our best estimate of the time
17 we put in to work with people when we weren't doing
18 Richmark business.

19 Q. And so the -- do you normally break out hours
20 that are spent during the work day doing things that are
21 non-Richmark business?

22 A. No, just -- it was exceptional. What we normally
23 do when the people are there, they work on Richmark things:
24 Current, planning, everything having to do with Richmark.
25 As I say, none of this would exist had the month of June

22 (Pages 85 to 88)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

BILL DONNER
11/16/2021

Page 89

1 not happened.

2 Q. And are these five people here -- do they bill
3 hourly?

4 A. No.

5 Q. Okay, so what is this hourly rate?

6 A. He apparently converted it to an hourly rate. If
7 anybody is paid by the month, you can take a look at -- you
8 can come up with a rate just by dividing it up. You're not
9 paying them by the hourly. In fact, if you're paying them
10 for a month, my salary, you know, divided up, you can come
11 up with an hourly rate; I just don't get paid by the hour.

12 Q. And so for Employee E, for example, the rate per
13 hour is their annual salary divided down to an hour?

14 A. I believe so. Again, I -- if you've got
15 questions, I will have to go back to Barry. I thought I
16 was a little bit more clear than I am. I can tell you
17 about -- I am clear about the process. I can't tell you
18 who Employee E, F, H, I, or J is. If I did, I could tell
19 you a little bit about they're done. I just know that
20 managers, manage people, plan for the future. It's an
21 evolving business every day. We're always looking at new
22 things. We do things that are current that day; we also
23 have meetings, discussions about what where we're going.

24 So that's what sets -- obviously during the month
25 of June, we spent a lot of time, I spent a lot of time,

Page 91

1 Q. And these hours that you have here -- these are
2 hours where you're saying these employees were not also
3 doing their work during these same time periods?

4 A. Richmark is managed -- management by walking
5 around. We walk around, we look, we see. We will talk to
6 people, take care of our employees. We run a very good
7 company, we think. Okay? And if we're outside moving
8 cars, parking, we're talking to tenants, we're talking to
9 some of the employees that are a little nervous, they say,
10 what do you know and they start talking about that, that's
11 for the benefit of Richmark. It's valuable. You want your
12 employees taken care of, you want them calm.

13 A lot of people were not real productive or as
14 productive as they would be in the month of June because
15 their minds were elsewhere.

16 Q. Okay.

17 A. And part of the job of management, if I'm not
18 moving a dumpster, is to make sure everybody can be
19 productive. That's what we do, one of the things that we
20 do in management.

21 Q. And who was involved in putting together this
22 estimated damages summary dated April 14, 2021?

23 A. Sales manager, CFO, two key people on the
24 production floor, my assistant in the office, and me.

25 Q. So what are those people's names?

Page 90

1 other people spent a lot of time hunting for information --
2 as I told you when I was outside or talking to -- or
3 e-mailing, all of this time taken away from the business is
4 what this represents.

5 Let me scroll down, see what the total is. So I
6 see that basically we've got the rental, which totals, I
7 think, 11,000 and breaks we gave people. We took --

8 Q. I'll ask you --

9 A. Oh, I'm sorry, okay, yes.

10 Q. It's not your testimony that people, your
11 employees don't spend time during the work day doing
12 non-Richmark things; right?

13 A. Absolutely.

14 Q. So they talk about their weekends, they, you
15 know, talk to each other about what's going on outside of
16 work?

17 A. They don't take blocks of time away from
18 business. If they take lunch, they talk to somebody. If
19 they're standing and working with somebody, I can't vouch
20 for every word that comes out of every person's mouth, but
21 they don't take breaks, blocks of time away to do personal
22 things or nonproductive things. We do a lot of
23 collaboration, a lot of talking, a lot of brainstorming.
24 And I can't tell you if people are so strict that they
25 never say anything to each other that they shouldn't.

Page 92

1 A. Okay. Jeff Scott -- you want the name -- Jeff
2 Scott, Alan Anderson, Barry Cosme, Marty Shilley, and David
3 Boyd, B-o-y-d. And I'm pretty sure those would be the only
4 people that we would have all collaborated with to come up
5 with something. And not all of them were equal.

6 Q. And did you ask Employee E how many hours
7 Employee E thought that they had devoted to this?

8 A. I do not know by letter which person is which.

9 Q. Okay. But did you ask -- did this group ask any
10 of the employees, the five employees listed by letter, how
11 many hours they spent working on employee issues during
12 CHOP?

13 A. As I said before, I'm sure it was a collaborative
14 effort talking and people giving their best estimate.

15 Q. And that would have occurred around April 2021?

16 A. It was done upon request when we had to produce
17 this document.

18 Q. Okay. So is it fair to say, though, because the
19 document's dated April 14, 2021, that it happened around
20 that time period?

21 A. I can't tell you for sure.

22 Q. Would you guys --

23 A. Whenever the request came in to start putting it
24 together -- now, this is a revised -- as we mentioned, this
25 was a revision, so when I say it's ongoing or we were

23 (Pages 89 to 92)

BILL DONNER
11/16/2021

Page 93

1 taking a look at it as questions would come in, we went
2 back, we talked to ourselves; and as you see, this was not
3 the first document. Okay? Did we make mistakes? Did we
4 go back over it? Were we more careful this time when we
5 thought we'd been careful the first time? Probably. I
6 just can't get in the minds of everybody there, other than
7 we had to produce this, we did it, and we -- like I say, we
8 made it as conservative and something that -- when I say
9 defend, we're all comfortable with it. Was more time than
10 this spent? Half hour? An hour? I -- none of us can
11 truly tell you exactly. This was our very best estimates.

12 Q. And what was the time period for which you were
13 looking at the time spent by management on when you call
14 extraordinary employee events?

15 A. If I'm understanding the question correctly, this
16 is the month of June in 2020.

17 Q. So it's for the whole month of June?

18 A. Yes.

19 Q. It doesn't include any ongoing time?

20 A. Not that I'm aware of. Once they cleared it and
21 we went -- my best recollection is once they cleared and we
22 went back to work, the pressure was off. Were there ever
23 employees worried is this going to start up again, did we
24 answer some questions, not enough that I would, you know,
25 add 12 minutes to discussing it.

Page 94

1 As far as we know, once they cleared it and the
2 pressure was off, to the best of my recollection, we were
3 pretty much back to business as usual.

4 Q. And this time that you've allocated in this
5 category -- this is not related to anything having to do
6 with, you know, moving dumpsters or dealing with trash; is
7 that correct?

8 A. All of this time was what everybody -- you know,
9 you can see there are a lot of employees by letter --

10 Q. I just want to -- sorry to interrupt you, but I'm
11 focused just on the top -- so the way that you've broken
12 this down -- and correct me if I'm wrong -- is that if I go
13 down the right-hand column, there are different amounts,
14 and each of those amounts relates to the category that
15 appears to the left of the amount. And so I'm just focused
16 right now on the -- the \$5,700 amount, and that 5,731 that
17 appears in the upper right -- that is made up and relates
18 to the 5,700 -- \$5,730.59 there; right?

19 A. Those would be managers. I don't -- I'm not sure
20 they're all salaried, but I'm pretty sure because I'm
21 looking at the number of hours involved. I apologize, this
22 is a long time ago, but when you get to 25, 30 hours, 18
23 hours, I may be in there, David Boyd would be in there,
24 Marty Shilley is in there. Again, they're not hourly
25 employees, but they also are there very early. Three of us

Page 95

1 are there very, very early in the morning and just helping.
2 We try to direct the hourly people.

3 Q. But what types of activities are covered in this
4 \$5,700?

5 A. We are just like -- we were just like all the
6 other laborers, having employees move cars, figuring out
7 where to go, going outside, talking to David Boyd, charge
8 of -- a lot of -- in charge of production -- not solely,
9 but in charge -- coming outside with me, going to talk with
10 one person at one end of the block while I'm talking to
11 someone -- whatever we had to do at the moment in the
12 mornings during the day we did, and every day it was
13 something different. I mean generally every day we had to
14 do something to move blockades on the street. Sometimes it
15 took one of us, sometimes two, sometimes I was the only
16 one. Sometimes I would go in and get one of the employees
17 and it would take three of us to move something. Managers
18 there do more than just manage.

19 Q. And so those activities are covered in the
20 Extraordinary Employees Management By CFO and Department
21 Managers category?

22 A. My CFO decided to use the word "extraordinary,"
23 yeah, and it's not normal course of the business, so I
24 think that's a fair explanation.

25 Q. Take a look at Exhibit 91. So it probably is

Page 96

1 still open --

2 A. I'm sorry, which exhibit?

3 Q. 91.

4 A. I don't have it on my --

5 Q. You can reopen it from the chat. It's still
6 there.

7 A. Okay.

8 MR. WEAVER: It's not in his chat anymore, but
9 right here you can get it.

10 A. All right. The one called "CHOP Total Losses to
11 Date"? Is that the --
12 BY MR. CRAMER:

13 Q. So if you go to the -- so this is -- you
14 testified earlier this was the original damages estimate
15 that you provided?

16 A. Yeah, and that is one where we are not talking in
17 terms of damages for which we're trying to collect. We did
18 not lose revenue. This is about expenses, management, time
19 away when things should have been being done by other -- by
20 employees, other things.

21 But as I say, that's why I looked at this and it
22 didn't make any sense and we had to go back because that
23 was -- sales loss looked like revenue, and we are not
24 asking for anything to do with revenue, in terms of
25 Richmark. The revenue and the parking is something else

24 (Pages 93 to 96)

BILL DONNER
11/16/2021

Page 101

1 more maybe afraid to come to work and talked to them. I
2 did not talk to him every day what did you say to every
3 employee to date. We did not know how long this would go,
4 we did not know we were going to be in the position we are
5 right now dealing with this, so there was no ongoing
6 compilation during the month of June. So as I said before,
7 it is everybody's very best estimate.

8 Q. (Inaudible) we'll move along. So Jeff Scott is a
9 sales manager --

10 A. Correct.

11 Q. -- so (inaudible.)

12 A. I'm sorry, what was that?

13 Q. Is he like the head of the sales department?

14 A. Yes.

15 Q. What is Alan Anderson's role?

16 A. He is head of the tech department and my
17 right-hand person.

18 Q. And what does the tech department do? Is that
19 IT?

20 A. No, it's not IT. It's -- in what we manufacture,
21 there are lots of machinery, ways to do things, processing
22 it, quoting, ordering dyes, parts. It's not rocket
23 science, but it's complicated, and that's why we have a
24 tech department because it's too difficult for salespeople
25 to figure this out, and that's why we have a group

Page 103

1 A. Just a second. I think I -- no, that is -- okay,
2 this is 92. Yeah, we got rid of 91? All right. Thank
3 you. Okay, where are you looking?

4 Q. The next category down starting on the left says
5 "Security Services Paid." Do you see that?

6 A. Okay, yes, I see that.

7 Q. Do you know what that category of damages refers
8 to?

9 A. There is a person whose name I cannot remember at
10 the moment -- who works on Capitol Hill. He's got a
11 security firm. He's got a couple people working for him --
12 can't remember the name of it -- but he's very familiar
13 with City employees, the police department. His name was
14 given to me, and those are -- represents the total in
15 checks paid to him.

16 He sort of had -- he had his pulse on what was
17 going on in the neighborhood. They were spotting people
18 that were coming up from Portland around. He just sort of
19 knew many of the protesters, he knew the people, he -- I
20 won't say one of them because he had a security firm, but
21 he would -- was hired to let me know if he heard anything,
22 if there was anything to the building, any security for the
23 building we need to worry about. He had some people out at
24 night sometimes looking over things. Nothing ever
25 happened. But again, I wanted as much information as I

Page 102

1 dedicated to it.

2 Q. Barry Cosme you said CFO?

3 A. Correct.

4 Q. Who is Marty Shilley?

5 A. He is our -- he is my key person in charge of
6 equipment, making repairs, handling things. He'll deal
7 with outside vendors involved with equipment. He's been
8 with me close to 40 years. So he has technical abilities
9 that I don't have, and it usually involves equipment,
10 electrical, the building, et cetera.

11 Q. And David Boyd. Who is David Boyd?

12 A. He is the floor manager of the production area.

13 Q. Did any of those individuals receive any, you
14 know, workplace reprimand for not being as productive as
15 they should have been during CHOP?

16 A. No.

17 Q. Did anyone receive any reprimand for not being as
18 productive as you think they should have been?

19 A. No. No, we just did the exact opposite. We
20 thanked everybody for doing the best they could in a very,
21 very difficult situation.

22 Q. The next category is Security Services Paid. Do
23 you see that for \$8,000?

24 A. Which -- are we on 91 still?

25 Q. Looking at document 92.

Page 104

1 could about what was going on during the month so that I
2 could protect the business, the company, the building, the
3 employees.

4 Q. And so -- and it's your testimony that this
5 individual was paid \$8,000 for those services?

6 A. That's correct.

7 Q. How did you find the -- is this person Barry
8 Hearn? Does that name --

9 A. Yes. That's correct, thank you. Somebody knew
10 him, gave me the name, telephone number, I contacted him,
11 and this is what he was paid for the whole project.

12 Q. And this \$8,000 -- this was for more months than
13 just June; correct?

14 A. Yes.

15 Q. What months was this --

16 A. I stopped paying when we no longer -- and I don't
17 remember what month that was -- we no longer felt that
18 there was immediate concern about the safety of the
19 building.

20 MR. CRAMER: I'm going to drop another document
21 into the chat.

22 (Exhibit No. 93 marked for
23 identification.)

24 A. Okay.

25 BY MR. CRAMER:

26 (Pages 101 to 104)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

BILL DONNER
11/16/2021

Page 165

1 A. What document are we on now?
2 Q. We're back on 92, sorry.
3 A. Okay, got it. Okay, rental concessions.
4 Q. Well, sorry, one last question on the parking.
5 Why did you feel like it was a better metric to compare
6 June 2020 to June 2019 as opposed to June 2021?
7 MR. WEAVER: Objection.
8 A. I don't know. As I say, there are -- you keep
9 bringing up the COVID. I understand that. There were a
10 lot of other factors. I just -- you know, that was one
11 where there was nothing in the way. There was nothing
12 negative that we could think about. There are a number of
13 things that possibly could have depressed the revenue after
14 that, including CHOP, parking, the playfield -- which is
15 playfield, CHOP. And I don't know. We put the number in.
16 We chose not to give the explanations that we don't know
17 anything about.
18 BY MR. CRAMER:
19 Q. So do you think it's more accurate to -- that
20 2021 is a better analogy to 2020 given the ongoing concerns
21 about COVID and restaurants and that type of thing?
22 A. If we --
23 MR. WEAVER: Objection.
24 A. Excuse me, if we had more information to look at
25 that we all could look at and all said this makes sense,

Page 166

1 then I could see coming up with a number based on having
2 more information. This was done with the only thing we
3 knew. We could point to that and say, hey, we don't know
4 about any problems or anything. After that -- the Capitol
5 Hill has not been the same since CHOP, so I just don't --
6 but we can't tell you why.
7 BY MR. CRAMER:
8 Q. Okay. So rental concessions, which is the next
9 category, who is Tenant A1?
10 A. Okay, based on the numbers -- okay, I'm sorry,
11 I'm being indirect. I don't know the answer to the
12 question. I'm sorry.
13 Q. Is it Vortex Travel?
14 A. If that is -- I'm guessing. If that is -- I'm
15 guessing, if that's all right with you, then if that's our
16 maybe second largest tenant, that would make sense.
17 Q. I'm going to --
18 A. Because based on the -- also, most of the places
19 up there rent for very little money. If that is a break-in
20 rent then it's large enough for a month that it makes sense
21 that it's that customer. I don't know that for a fact.
22 Again, I can find out for you.
23 Q. And did -- did any other tenants -- strike that.
24 Did any tenants ask you for rent waivers due to
25 COVID?

Page 167

1 A. Not to my knowledge, no.
2 Q. Did any ask you for rent waivers or deferrals due
3 to CHOP?
4 A. These are the two that Barry supplied. If we had
5 given breaks, knocked off some payments to any others, they
6 would also be listed here.
7 Q. And how many units are there? How many suites?
8 A. I don't know the exact number. Probably well
9 over 20.
10 Q. And so of the total number of tenants, two asked
11 for rent waivers or deferrals in this time period that
12 you're aware of?
13 A. According to this list. Nobody was turned down
14 that I'm aware of. And it would have come to me.
15 Q. And so the others -- did they have -- did they
16 make any complaints to you about security in the area?
17 MR. WEAVER: Objection.
18 A. Barry Cosme dealt with the tenants. Nobody moved
19 out. If nobody expressed concern, they would have been the
20 only people on Capitol Hill. Everybody on Capitol Hill was
21 concerned in that area. It would have been absolutely
22 normal to hear from every single one of them -- what do we
23 think is going on, what do we know -- because we're the
24 landlord. If anybody knew something, it would be us rather
25 than the individual tenants. Did every single one of them

Page 168

1 ask Barry? I have no idea, but those are the ones that we
2 gave a break to. If any others had wanted a break, it
3 would have been given.
4 Q. And the Vortex -- did they -- they also asked for
5 a deferral the month before because of the pandemic; right?
6 A. I only see what's on this record. I don't know
7 of anything else. I know what's on that record, but just
8 to add, this wasn't a deferral. We gave them this money.
9 We did not get this money back and then put in a claim for
10 it.
11 Q. Right. But the -- they were seeking a refund of
12 this rent both because of the CHOP and because of the
13 pandemic; right?
14 MR. WEAVER: Objection.
15 A. Not that I'm aware of. If this happened in that
16 month of June, there's only one reason it happened.
17 BY MR. CRAMER:
18 Q. Can you take a look at Exhibit No. 102, which is
19 in the --
20 (Exhibit No. 102 marked for
21 identification.)
22 A. Okay, got it.
23 BY MR. CRAMER:
24 Q. And if you scroll down --
25 A. Just a second. Okay.

42 (Pages 165 to 168)

BILL DONNER
11/16/2021

Page 181

1 A. Just a second. Are you -- Employee F?
2 Q. No, I'm talking the one under "Security Services
3 Paid," where it says "Employee productivity reduction of 10
4 percent." Do you see that?
5 A. Yes. Just a second. I know the category; I'm
6 just trying to find it. Yeah, okay. Okay.
7 Q. So who determined that productivity was reduced
8 by 10 percent for the month of June?
9 A. Probably Marty, Dave Boyd, Barry, me, Jeff Scott,
10 and Greg White, all of the people that have employees
11 working under them. Since we -- none of us manage all of
12 the people, it would had to have been a collaborative
13 effort. And again, it's the very best approximation we
14 could come up with.
15 Q. And what data did you look at to come up with a
16 10 percent reduction as the right number?
17 A. Richmark is managed, almost exclusively, but
18 management by walking around, and that simply means that
19 we're not staring at people all the time, but we are
20 walking around. All the managers are working managers.
21 They do things, they manage, and it's a -- for us, for my
22 company, it's a very good way to assess people and how it's
23 going.
24 The interactions between people and departments
25 is absolutely enormous, and there's really no other way

Page 183

1 A. We would not have come up with the second one if
2 we didn't reevaluate the first one. And I was not a
3 participant in all of the discussions on it.
4 Q. So in Exhibit 91, the first damage estimate you
5 did, you included -- you included a 5 percent reduction,
6 and --
7 A. I don't know where Barry got it.
8 Q. And what were the discussions about why you
9 decided that 5 percent wasn't accurate and it should be 10?
10 MR. WEAVER: Objection.
11 A. I do not remember what instigated the change in
12 format. I don't remember.
13 BY MR. CRAMER:
14 Q. And some of the alleged lack of productivity --
15 isn't that captured in the other work that you claim all of
16 these employees were doing instead of being productive?
17 A. Well, it's -- it's broken up -- okay, the
18 managers were not included in that 10 percent lack of
19 productivity. The managers -- managers don't do exactly
20 the same things as the manufacturing staff does.
21 Q. But it says "Reduction of 10 percent of total
22 monthly payroll." So total monthly payroll would include
23 everyone; correct?
24 MR. WEAVER: Objection.
25 A. I'm not now 100 percent sure.

Page 182

1 that I've ever known in 50 years to do it but the way we're
2 doing it. And people's concerns, productivity, going
3 slower, once in a while you'd see somebody looking out at
4 the parking lot, door -- there's a door open on 11th
5 Avenue, seeing what's going on out there.
6 People's concentration for the month of June was
7 pretty bad. Okay? I can't get in between somebody's ears;
8 I can just say all of us looked and none of us thought it
9 was going particularly well. We didn't go out of business,
10 okay, and we did ship product, but there were a lot of
11 things during the month besides just manufacturing the
12 label that day that just weren't done. And it wasn't half,
13 it wasn't hundreds of thousands. It's -- 10 percent was
14 the number we put. If you wanted to fight me on it, say 8,
15 you know, I couldn't prove otherwise.
16 Q. And why did you bump it up from 5 percent in your
17 first damage estimate, which was --
18 A. I'll give you the same answer I did last time.
19 I'm not sure that we did a -- you know, hey, if I was you
20 in looking at that, it does not look like we did a really
21 good job the first time, and I cannot explain why. If we
22 do this again, believe me, I will get the answers.
23 Q. So when you did it closer to June 2020, if you
24 look at Exhibit 91, you believed that there was a 5 percent
25 productivity decrease; is that correct?

Page 184

1 BY MR. CRAMER:
2 Q. Okay. And you've already told me that the
3 employees under "Garbage and Vendor Management" -- that
4 those aren't all managers.
5 A. No.
6 Q. Okay, so you're double counting.
7 MR. WEAVER: Objection. Is that a question?
8 Accusation?
9 Just wait for a question.
10 A. Okay.
11 BY MR. CRAMER:
12 Q. You'd agree with me that there's double counting
13 here; correct?
14 A. No.
15 Q. Okay. Extraordinary employees management
16 category that you told me earlier -- that's when you had to
17 do things other than be productive; right?
18 MR. WEAVER: Objection.
19 A. At this point, as I said before, I need greater
20 clarification. I thought when I walked in here, apparently
21 not seeing both things side by side, I missed that.
22 BY MR. CRAMER:
23 Q. Okay. So let me rephrase the earlier question.
24 There is potentially overcounting among -- double
25 counting -- strike that -- there is a potentially double

46 (Pages 181 to 184)

BILL DONNER
11/16/2021

Page 213

1 A. I believe so. It sounds familiar. I'm not sure.
2 MR. CRAMER: I don't have any other questions.
3 MR. WEAVER: I don't have any questions.
4 THE VIDEOGRAPHER: The time is 4:51 p.m. We are
5 off the record.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(The deposition concluded at
4:51 p.m.)
(Signature was reserved.)

Page 215

REPORTER'S CERTIFICATE

1
2
3 I, Mindy L. Suurs, the undersigned Certified Court
Reporter, pursuant to RCW 5.28.010, authorized to
4 administer oaths and affirmations in and for the State of
Washington, do hereby certify:

5
6 That the foregoing testimony of BILL DONNER was given
before me at the time and place stated therein and
7 thereafter was transcribed under my direction;

8 That the sworn testimony and/or proceedings were by me
stenographically recorded and transcribed under my
9 supervision, to the best of my ability;

10 That the foregoing transcript contains a full, true,
and accurate record of all the sworn testimony and/or
11 proceedings given and occurring at the time and place
stated in the transcript;

12
13 That the witness, before examination, was by me duly
sworn to testify the truth, the whole truth, and nothing
but the truth;

14
15 That I am not a relative, employee, attorney, or
counsel of any party to this action or relative or employee
of any such attorney or counsel and that I am not
16 financially interested in the said action or the outcome
thereof;

17
18 DATE: November 23, 2021
19
20
21
22

Mindy L. Suurs

Mindy L. Suurs
Certified Court Reporter #2195



Page 214

SIGNATURE

1
2
3 I declare that I have read my within deposition,
4 taken on Tuesday, November 16, 2021, and the same is true
5 and correct save and except for changes and/or corrections,
6 if any, as indicated by me on the "CORRECTIONS" flyleaf
7 page hereof.

8 Signed in _____, Washington,
9 this _____ day of _____, 2021.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BILL DONNER

54 (Pages 213 to 215)

Exhibit 28

Gang Unit info

From: "Nollette, Deanna" <deanna.nollette@seattle.gov>
To: "Best, Carmen" <carmen.best@seattle.gov>; "Mahaffey, Thomas" <thomas.mahaffey@seattle.gov>; "Hirjak, Stephen" <stephen.hirjak@seattle.gov>; "Cordner, Lesley" <lesley.cordner@seattle.gov>; "Diaz, Adrian" <adrian.diaz@seattle.gov>
Date: Tue, 30 Jun 2020 11:32:51 -0700
Attachments: Ganginfo6302020.docx (20.18 kB)

Updates from the Gang unit. No real new info but a good summary.

Deanna



Deanna Nollette
Assistant Chief
Investigations Bureau
Seattle Police Department
(206) 615-0956

Gang Intelligence 06/29/20

This is a summary of concerns that have been brought to my attention by several informants and other concerned people in the community. None of these people wish to be identified for fear of retaliation against them and/or their families.

The CHOP has become a center of lawlessness for our gang members. They all want to go and check it out. They want to see what it is like to be in an area without any police. A number of them are bringing guns with them. The problem is that existing beefs between groups out on the street still exist within the CHOP. Now there are different rival groups that might not come across each other are running into each other in a confined geographic area. This is causing some of the shootings and other crimes that are occurring within the CHOP. Since there are no officers in the area, there is nothing to stop explosions of violence between rival gangs.

Two main Central District gangs are claiming the CHOP as their area. They are the East Union Street Hustlers and the Deuce 8's. They are both Gangster Disciples and are closely aligned. Other South End gangs are coming to the CHOP to check things out and almost immediately getting into altercations with the CD gangs. For example, the first homicide victim was from Union and the shooter was from 44 Holly. There is a power struggle going on within the CHOP for who gets to control the drug trade which at this time is including cocaine, heroin, meth, and marijuana.

The gang members are also noticing a lack of patrol officers anywhere in the city. They are feeling emboldened and think they can pretty much do anything without fear of being arrested.

Exhibit 29

CHOP/CHAZ -1111 East Olive Apartments, Seattle- copy of formal complaint

From: Judy Whitcomb <judyw@indigorealestate.com>
To: "Diaz, Adrian" <adrian.diaz@seattle.gov>
Cc: Chris McEver <chris@indigorealestate.com>; Donna Roberts <donna@indigorealestate.com>
Date: Tue, 23 Jun 2020 15:01:40 -0700

CAUTION: External Email

Hi Adrian,

I submitted a formal complaint today with the city on their online form on behalf of 1111 East Olive Apartments. I want you to know that we appreciate your responsiveness and thought it would be fair to send you a copy. We know this is an especially tough for law enforcement and we miss you very much at the East Precinct!

Dear Seattle Leaders,

I am the Investment Manager overseeing 1111 East Olive Apartments and we have several concerns about what has been going on in the CHOP/CHAZ.

Our building is located on 11th Avenue and East Olive Street and has been significantly impacted.

1. Street closures- our parking garage is off 11th and our residents have been having a hard time getting in and out of the parking garage. It is very intimidating to have to check in with CHAZ/CHOP each time. On Friday, June 12th (after several days of barricades and barriers being up), we asked CHOP/CHAZ to move the barriers past our parking garage so that the residents could come and go freely. We came in the next day to retaliatory graffiti on our front entry doors that said, "MOVE TF OUT" and the north side near the front entry "FUCK RICH PPLE", "FUCK GENTIFICATION". And those are just the highlights.
2. Noise -all the time, but particularly late at night keeping residents awake until 4am. Loudspeakers and people outside with no regard to the neighbors. We have at least (2) different residents sleeping in their bathrooms at night. Some staying in hotels or with friends and family. Many are making sure they leave for the weekend.
3. Graffiti has been out of control- we have spent hours and hundreds of dollars covering up the graffiti. Some of which was very threatening to our residents.
4. Lack of services & area being unsafe:
 - a. Lack of emergency services (SPD and fire department). The fire department also cannot get to water access to our building due to street barriers.
 - b. Hired Guards- We currently have a guard scheduled from 6pm to 9am each day. We have had issues with CHOP/CHAZ people trying to get into our building through the front door and have tried to follow our residents in through the parking garage as well. We are now looking to have (2) guards 24x7. In addition,

- we have a separate patrol that comes by the building 3x per night and walks the entire building. This will be an expense of over \$53K per month.
- c. Couriers are not delivering packages or food orders to our resident (FedEx, UberEats, DoorDash, etc.) since the area is considered unsafe.
 - d. Trash pickup is being impacted. Waste Management has been working with us to pick up trash at a designated time.
 - e. Cost to upgrade camera system (TBD) – working on this week.
 - f. Concern for the safety of our residents and employees.
5. Resident concerns:
- a. Safety and the area being now known as a free for all with no police presence.
 - b. Residents have been harassed and threatened outside of the building.
 - c. Noise all hours, especially from 11pm to 4am it seems to get the loudest.
 - d. Afraid to be near their windows at night.
 - e. Residents try to be home before dark, so they have given themselves a curfew.
 - f. Not being able to come and go from the parking garage as they please.
6. Occupancy- in 2 weeks possible occupancy drop 15%:
- a. We have (4) residents have given their notice to move out due to CHOP/CHAZ.
 - b. We have (5) residents who asked about moving out and will likely move out.
 - c. We have had (3) apartments who were supposed to move in, cancel their move in.
 - d. Our building is 80 units and in (2) weeks, that is a potential loss of (12) homes or a 15% drop in occupancy.
 - e. Although legally residents are bound to a lease termination fee equal to (2) month's rent; and we have gone back and forth about just letting residents out of their leases. We have determined that we are charging residents 50% of their lease break fee to move out. That is a big ask from somebody who is being chased out of their home. Many of our residents have lived on Capitol Hill for years and support BLM.

What I am hearing from nearby businesses is that they are afraid to reach out and afraid of retaliation. I encourage you to reach out to the businesses and residents in CHOP/CHAZ. I know we are not alone.

We fear that we will lose half our residents this Summer. These are residents that love Capitol Hill, love 1111 East Olive Apartments and our onsite management team (Stephanie and Velid). CHOP/CHAZ is chasing people out of the neighborhood.

The city needs to step in and fix this. I can be reached anytime by phone or email.

Thank you for your time Adrian!

Warm regards,

Judy Whitcomb | Investment Manager

Indigo Real Estate Services, Inc.

5415 California Ave SW | Seattle, WA 98136

D: 206-232-7181

judyw@indigorealestate.com | www.indigorealestate.com

Exhibit 30

FW: Resident safety concerns

From: Michael Oaksmith <moaksmith@hunterscapital.com>
To: "Lee, Bobby" <bobby.lee@seattle.gov>
Cc: "Bolieu, Sabrina" <sabrina.bolieu@seattle.gov>
Date: Fri, 19 Jun 2020 13:45:53 -0700

CAUTION: External Email

Another great email from today.

From: Alex Harris <aeharris@me.com>
Sent: Friday, June 19, 2020 1:28 PM
To: pm.broadway <pm.broadway@hunterscapital.com>
Subject: Resident safety concerns

Broadway Building & Hunters Capital,

My name is Alexandra Harris. I am a resident of the Broadway Building where I have lived for about a year with my boyfriend. Our apartment is on the side facing Nagle Place and Cal Anderson Park. I am writing to express our joint frustration about our living experience over the past few weeks. Currently we are staying with relatives in Texas because we have been forced out of our home.

The presence of the Capitol Hill Autonomous Zone or "CHAZ" means that we do not feel safe, comfortable, or welcome in our own neighborhood. Incidents of violence and the presence of guns within the CHAZ are well documented. We have been assured that the police will respond to emergency calls from the Broadway Building, but this does not offer us any comfort if we step outside onto Nagle. We are also entirely unable to use Cal Anderson. Access to the park is one of the main reasons that we chose to live in this building. Throughout the Covid-19 pandemic we've used the park as our main way of getting fresh air, exercising, and walking our dog. Now we are unable to do any of these things. We have also had difficulty entering or exiting the apartment by car due to the amount of foot traffic around the blockade near Pine/Nagle. We have also had difficulty having packages and food delivered. The effect in total is that we are restricted from being able to come and go from the apartment; we feel that we are trapped inside.

We have been kept up multiple nights by the sound of loud music from CHAZ being played until 3 or 4am. We are also regularly woken up by music as early as 5am, and the music continues on and off throughout the day. We are used to some degree of noise in the area, but the (literally) constant thumping of bass music is nothing short of torture. My boyfriend and I have been kept up multiple nights in a row, only to be woken up early the next morning. The accumulated lack of sleep has taken a toll on our physical and mental health. These distractions are also impacting our professional lives.

We have tried using white noise machines and ear plugs but neither are effective at blocking the volume of sound we are forced to deal with.

We have enjoyed our time at the Broadway Building, and we know the current situation is not necessarily your fault. However, the fact of the matter is that we are paying a large amount of money for an apartment that is currently nothing short of unlivable. We are not able to rest or sleep in our home. We are not able to come and go as we please. We do not feel safe leaving our home or walking through our neighborhood. We have had to incur additional costs to buy plane tickets to fly out-of-state because we have been forced out of our home with nowhere else to go. I want to be clear as well that we are not happy to be in Texas; Coronavirus cases are spiking here and we are concerned for our health in that regard. We support the goals of the Black Lives Matter movement, but the city's decision to allow CHAZ to remain is nothing short of an outrage. We recently renewed our lease but if the CHAZ situation is not resolved in the coming weeks then I see no other choice than to terminate the lease, and we are prepared to take legal action to do so if necessary.

We are hopeful that the Broadway Building and Hunters Capital will join us in pushing for the City of Seattle to address the growing threat that CHAZ poses to the safety and well-being of your residents.

Sincerely,

Alex Harris

Exhibit 31

Capitol Hill Resident Safety Concerns

From: Alex Harris <aeharris@me.com>
To: "Durkan, Jenny" <jenny.durkan@seattle.gov>
Date: Mon, 22 Jun 2020 14:50:12 -0700

CAUTION: External Email

Jenny Durkan,

My name is Alexandra Harris. Normally I am a resident of the Capitol Hill Area of Seattle City District 3.

Regardless of the political messaging of CHOP or whatever positives may have come out of it, the fact of the matter is that it is ruining the neighborhood for residents. I am disgusted that Jenny Durkan still tries to defend what's happening as a "summer of love" when multiple people have been shot in the area and emergency services are unable to reach victims. I have seen multiple instances of people walking around Cal Anderson with guns and even AR-15s. I am a small, young woman and normally I feel relatively safe in my neighborhood but not anymore. I am unable to enjoy the park and neighborhood that I pay taxes for because it has been turned into a homeless camp; there is graffiti and trash everywhere, benches have been stolen, dozens of tents and even cars cover Cal Anderson. Recent events in Cal Anderson on June 19th even specifically banned white people from entering the park. How is any of this acceptable?! This in addition to almost a month of being tortured by lack of sleep from constant noise in the park. I am a student at the UW School of Law and I had no choice other than to drop all my courses for this semester because the constant noise and distraction disrupted my studying so severely that I couldn't prepare for final exams.

Never in a million years did I think I would have to flee my home in Seattle over safety concerns, but that is what I have recently done. I support the BLM movement and believe in the importance of police reform. However, the importance of these causes does not entitle CHOP to disrespect the residents and businesses of the Capitol Hill community. If CHOP is not disbanded soon myself and my boyfriend will be forced to move out of the neighborhood, and I am sure we are not the only ones.

Shame on you! Shame on Jenny Durkan! As a resident of Seattle I am DEMANDING that the city take action to disband CHOP, not to "work together" with CHOP, DISBAND IT. CHOP MUST GO. CHOP IS NOT WELCOME IN CAPITOL HILL.

Sincerely,

Alex Harris

Exhibit 32

KILBURN TAMARA
5/13/2021

<p style="text-align: right;">Page 1</p> <p>UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE</p> <hr/> <p>HUNTERS CAPITAL, LLC, et al.,) Plaintiffs,) vs.) No. 20-cv-00983-TSZ CITY OF SEATTLE,) Defendant.)</p> <hr/> <p>ZOOM VIDEO DEPOSITION UPON ORAL EXAMINATION OF TAMARA KILBURN SWAY AND CAKE 30(b)(6)</p> <hr/> <p>9:00 a.m. May 7, 2021</p> <p>*** Contains Confidential Testimony and Exhibits ***</p> <p>REPORTED BY: Pat Lessard, CCR #2104</p>	<p style="text-align: right;">Page 3</p> <p>1 E X A M I N A T I O N 2 ATTORNEY PAGE 3 BY MS. PRATT: 6 4 BY MS. PRATT: 97 5 6 E X H I B I T I N D E X 7 No. DESCRIPTION PAGE 8 Exhibit 10 Google map. 16 9 Exhibit 11 CHOP Damages. 49 10 Exhibit 12 2018 Orders and Gross Sales. 59 11 Exhibit 13 2019 Orders and Gross Sales. 59 12 Exhibit 14 2020 Orders and Gross Sales. 59 13 Exhibit 15 2017 Orders and Gross Sales. 59 14 Exhibit 16 Homestreet Bank document. 84 15 Exhibit 17 2/12/21 email from Tamara Kilburn 97 16 to Andrea Augustine. 17 Exhibit 18 5/9/2020 Homestreet Bank document. 100 18 Exhibit 19 Homestreet Bank Basic Business 100 19 Checking information. 20 Exhibit 20 June-December Losses 2020. 102 21 Exhibit 21 Plaintiff Sway and Cake, LLC's 140 22 Answers and Responses to Defendant 23 City of Seattle's First Discovery 24 Requests. 25</p>
<p style="text-align: right;">Page 2</p> <p>1 A P P E A R A N C E S 2 3 FOR THE PLAINTIFFS: 4 MR. TYLER S. WEAVER 5 Calfo Eakes 6 1301 Second Avenue, Suite 2800 7 Seattle, WA 98104 8 206.294.7440 9 tylerw@calfoeakes.com 10 11 FOR THE DEFENDANT: 12 MS. CAITLIN PRATT 13 Harrigan Leyh Farmer & Thomsen 14 999 Third Avenue, Suite 4400 15 Seattle, WA 98104 16 206.673.1700 17 caitlin@harriganleyh.com 18 19 ALSO PRESENT: 20 MR. KARL BENITEZ, Videographer 21 MS. LINDA ROUGH, Moderator 22 23 24 25</p>	<p style="text-align: right;">Page 4</p> <p>1 E X H I B I T I N D E X 2 No. DESCRIPTION PAGE 3 Exhibit 22 Amended Notice of Video Deposition 140 4 of Sway and Cake, LLC, Pursuant to 5 Federal Rule of Civil Procedure 6 30(b)(6). 7 Exhibit 23 State of Washington Information. 149 8 Exhibit 24 Sway and Cake daily numbers May to 160 9 August 2019 10 Exhibit 25 Sway and Cake Daily numbers 2020. 160 11 Exhibit 26 Contingency Fee Agreement. 169 12 Confidential and Attorney's Eyes 13 Only. 14 Exhibit 27 Sway and Cake Instagram reopening 173 15 announcement. 16 REFERRED EXHIBIT INDEX 17 Exhibit 8 Plaintiffs' initial disclosures. 143 18 19 20 21 22 23 24 25</p>

1 (Pages 1 to 4)

KILBURN TAMARA
5/13/2021

Page 9

1 MS. PRATT: That's me typing.
2 So I think, Karl, that -- bear with me,
3 Ms. Kilburn. We can go off for this, if you want.
4 THE VIDEOGRAPHER: The time is 9:06 a.m.
5 We are off the record.
6 (Discussion off the record.)
7 THE VIDEOGRAPHER: Stand by.
8 The time is 9:07 a.m. We are back on the
9 record.
10 Q. (By Ms. Pratt) Ms. Kilburn, I apologize for
11 the interruption there.
12 So you said that you looked over the
13 information that was requested of you as part of your
14 preparation for this deposition, is that right?
15 A. Yes.
16 Q. And what were those documents?
17 A. The documents that I had prepared that were
18 requested were any kind of communications I've had or
19 any kind of financials or any kind of photos or
20 anything that would be relevant to what we're talking
21 about today.
22 Q. Do you know if all of the documents that you
23 reviewed were actually produced in this case?
24 A. The things that were produced were the
25 things that I had.

Page 10

1 Q. So then am I understanding you correctly
2 that anything you looked at in preparation for today
3 has been produced in this case?
4 A. Correct.
5 Q. Okay. So other than reviewing those
6 documents and sort of trying to center yourself for
7 the deposition experience did you do any other form of
8 preparation?
9 A. A good night's sleep.
10 Q. Nice to know.
11 You mentioned the documents that you
12 reviewed included communications. Do you recall what
13 communications those were?
14 A. I was asked if I had any communications in
15 reference to text messages or anything that would
16 pertain to anything happening in my neighborhood at
17 the time.
18 Q. And did you find any?
19 A. No, I didn't have any.
20 Q. So when you said you reviewed documents that
21 did not include any communications?
22 A. No.
23 Q. Okay. All right. So you're the owner of
24 Sway and Cake, right?
25 A. Right.

Page 11

1 Q. And how long have you owned the business?
2 A. It was started in 2002.
3 Q. And has your involvement in the business
4 changed since 2002?
5 A. Over the years, yes. Yeah -- yes, it has.
6 It's a small boutique business so you wear many hats.
7 Q. Tell me more about how it's changed over the
8 years.
9 A. It's just we've had some growth. I mean
10 2002, so we're coming on 20 years, so there's been
11 growth. There's been change. It's a fashion business
12 so there's been evolution with that.
13 As I've gotten older my roles have changed
14 so that it's more of a mentor and development role.
15 But mostly just with anything that grows and changes,
16 it's just kind of I'm active where I'm needed.
17 Q. So when the business started in 2002 what
18 was your day-to-day role?
19 A. I did everything. I was my sole employee.
20 Really, everything.
21 Q. When was the first major change such that
22 you didn't have to do everything anymore?
23 A. I've always been really involved; I think
24 that's the success of it. Retail is not an easy
25 business so I've always had a higher level of

Page 12

1 involvement.
2 So I mean I think certain roles have changed
3 but I've always been really, really deeply involved in
4 the everyday workings of the business.
5 Q. You said that retail is not an easy
6 business. What did you mean by that?
7 A. I just mean it's something that you have to
8 have passion for and drive. And you really have to --
9 just like any small business you really have to invest
10 in the overall vision of its success.
11 Q. And what are the sort of downside risks with
12 owning a small business?
13 MR. WEAVER: Objection. Go ahead.
14 A. I mean if you're really passionate about it
15 the downsides aren't -- it's not -- it can be
16 different for different people.
17 I haven't experienced -- the only downsides
18 I've ever really experienced have been, I would say,
19 maybe just dealing with the day-to-day employees and
20 things like that.
21 But kind of -- I think with any business as
22 an owner that those things are just kind of out of
23 your control.
24 Q. (By Ms. Pratt) How about financial risk?
25 A. I've had a pretty successful run, I would

3 (Pages 9 to 12)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

KILBURN TAMARA
5/13/2021

Page 13

1 say, being here so long.

2 But there's also financial risk in business.

3 I mean it's always a risk, I believe, if you start
4 your own business.

5 Q. So if you are thinking about early 2020,
6 what did your role at Sway and Cake look like at that
7 time?

8 A. Early 2020, so basically my role at that
9 time is I oversee the general operations, and I
10 oversee product purchasing, the buy for the store.

11 I also oversee just overall management of
12 people, budget. More in the, I would say, looking at
13 it, I was doing more of the back end.

14 Q. What did you do before owning Sway and Cake?

15 A. Before Sway and Cake I was a fashion stylist
16 and photographer.

17 Q. In Seattle?

18 A. In New York.

19 Q. How long did you do that?

20 A. Oh, about nine years from start to finish.

21 Q. How did you bring that work into what you do
22 at Sway and Cake?

23 A. I'm sorry? What was the question again?

24 Q. How did you bring your work as a fashion
25 photographer and stylist into what you do at

Page 14

1 Sway and Cake?

2 A. Are you asking me how I incorporated that
3 into what I do now or then?

4 Q. Yes. Thank you for asking for
5 clarification. Yes, that is right.

6 A. Okay. You know, when I moved back to
7 Seattle -- the nicest way to put this is it's not a
8 fashion town. I don't think it is.

9 So those types of things were pretty
10 obsolete to use as a career. I'm sure it was there
11 but it wasn't like New York.

12 So I basically, in a nutshell, took all of
13 my contacts and started a retail business because it
14 would seem like a natural fit for me.

15 And so as far as incorporating the styling,
16 those go very well together if you're buying and
17 curating product. So there's that.

18 As far as photography, I really kind of --
19 that kind of fell to the wayside. This will date me,
20 but e-commerce wasn't bustling quite then. So I used
21 it when needed but mostly the stylist part was the
22 most role that was incorporated.

23 Q. You definitely touched on it but I'm not
24 sure I exactly asked you, but can you describe what
25 kind of business Sway and Cake is?

Page 15

1 A. Sway and Cake is a women's specialty retail
2 store.

3 Q. And what does that mean?

4 A. Well, first of all, we only carry women's
5 clothing. It's -- a current term is "on-trend,"
6 meaning current trends that are today, current today.
7 Also defining -- I have a younger clientele so we
8 cater to a certain age group, if that makes sense.

9 And when I say on-trend, "trend" means a lot
10 of different things, but I would say on-trend in the
11 Instagram youth market, I would say 35 and under.

12 Q. So when you said that you have a younger
13 clientele, that's what you mean, 35 and under?

14 A. Correct.

15 Q. And you have a storefront, is that right?

16 A. Yes.

17 Q. Where is that?

18 A. It's on the corner of Pike -- Pike and 12th.

19 Q. Okay. We're going to try our first exhibit
20 now.

21 And so what I'm going to do is I'm going to
22 drop an exhibit into the Chat function and I'll let
23 you know when it should be there for you.

24 MR. WEAVER: This is the Chat function.

25 THE WITNESS: Okay.

Page 16

1 MR. WEAVER: You can use the mouse over
2 there and click on the Chat.

3 MS. PRATT: This exhibit, as I understand --
4 as I counted it last time, Mr. Weaver, we're on 10
5 now.

6 Do you have the same count?

7 MR. WEAVER: I didn't check but I believe
8 that's correct.

9 MS. ROUGH: That is correct.

10 MS. PRATT: Thank you, Linda.

11 I have marked the next exhibit as
12 Exhibit 10.

13 (Marked Deposition Exhibit No. 10.)

14 MR. WEAVER: Double click on it and then
15 Save.

16 Q. (By Ms. Pratt) Do you recognize what this
17 exhibit is?

18 A. It's a map of my neighborhood.

19 Q. What neighborhood is that?

20 A. Capital Hill.

21 Q. There are streets marked on this map.

22 To your knowledge are those streets marked
23 correctly?

24 A. Is she asking me if these are --

25 Are you asking me if it's correct where I'm

4 (Pages 13 to 16)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

KILBURN TAMARA
5/13/2021

Page 73

1 A. Yes. She did not work there, though,
2 during -- I think she started, I want to say, towards
3 the latter half of 2020. And she was part-time at the
4 time and now she's just part-time, if that makes
5 sense.
6 I do also have someone named Nikki Cloud who
7 works for me but she works remotely and she's in
8 Portland.
9 Q. Other than Ally, Hannah, Nikki and you, does
10 anyone else work at Sway and Cake?
11 A. No.
12 Q. Okay. Let's look at Exhibit 14 which you
13 already had in the window.
14 Let me know when you have that open.
15 Do you have it open? Sorry.
16 A. Yes.
17 Q. Okay. Great.
18 So is Exhibit 14 your monthly gross sales
19 for 2020?
20 A. Yes.
21 Q. For all of 2020 your gross sales were less
22 than half of your gross sales for 2019, right?
23 A. It looks like that.
24 Q. Do you have any information that would lead
25 you to think that that is incorrect?

Page 74

1 A. No.
2 Q. So you think it is correct?
3 A. Yes.
4 Q. To what do you attribute the more than 50
5 percent reduction in your gross sales for 2020 to?
6 MR. WEAVER: Objection.
7 A. I attribute -- I can't say for every, the
8 whole entire year, but Covid played a part in some of
9 the sales and the CHOP finished -- kind of started
10 after Covid.
11 And after that it's, you know, I've been
12 kind of digging out.
13 Q. (By Ms. Pratt) When you say that Covid
14 played a part, which part do you see Covid playing?
15 A. I see Covid playing mostly when we finally
16 had closure.
17 Q. When was that?
18 A. We were closed March, March starting mid
19 March, March 13th. We were closed April -- we were
20 April, closed May and we were closed in June.
21 Q. You were closed entirely for June?
22 A. We were open for appointments but the
23 physical location was still shuttered to the public.
24 Q. So when did you open for appointments?
25 A. Sporadically we had appointments towards the

Page 75

1 latter half, like, of June. And there were very few.
2 Q. So you closed in March due to Covid, right?
3 A. Yes. I believe it was mandated for
4 everyone.
5 Q. And you just never opened through when?
6 A. In July we slowly started opening, like
7 actually -- like people could see our windows. We
8 started with, the first week or two I believe we only
9 had the -- we just took the paper down when we were
10 open and put it back up at night.
11 And then August I believe the paper was down
12 full-time.
13 Q. When you say you took the paper down, what
14 do you mean?
15 MR. WEAVER: We have a call coming in.
16 All right. It's done. Go ahead.
17 Q. (By Ms. Pratt) When you say you took the
18 paper down, what do you mean?
19 A. We kept the store papered up so the public
20 could not see inside of the business.
21 Q. When did you do that?
22 A. We papered up March 13th, starting from the
23 beginning.
24 Q. And when in July do you remember did you
25 start to take the paper down?

Page 76

1 A. I would want to say the second week of July
2 we started taking -- we first started taking the paper
3 down on the window to our store. It's all windows,
4 both sides of the street.
5 So we took the paper down on the Pike side
6 first because we didn't want the paper down on the
7 side that had been occupied.
8 And then slowly, as we felt a little bit
9 more comfortable, we started taking the paper down but
10 we continued to put it up at night.
11 Q. Do you know when in July you fully opened?
12 A. I don't have the exact date but I would feel
13 comfortable saying we were operating more hours the
14 second -- more towards the end of the first week,
15 beginning of the second week.
16 Q. And is there anything you could look at to
17 figure out exactly when in July you started opening or
18 you opened?
19 A. I didn't take any notes as far as the actual
20 time. I don't have anything like that.
21 Q. Do you have weekly schedules with your
22 employees?
23 A. At the time it was just myself and Ally.
24 And I am there every day except weekends, so I
25 didn't -- as far as having a structured schedule, that

19 (Pages 73 to 76)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

KILBURN TAMARA
5/13/2021

Page 81

1 of through the year. It was heavier in the summer
2 because of the weather -- when nice weather is out,
3 more people are out.

4 But the reputation of the neighborhood took
5 a huge hit so it was kind of trying to resuscitate its
6 destination quality.

7 Q. What do you think the reputation of the
8 neighborhood was before June 2020?

9 A. I mean it was a fun destination to go. It
10 was close to a few universities. It's close to
11 downtown. It's got a ton of fantastic restaurants.

12 You know, it was definitely a place to go
13 for -- there's a lot of -- I mean there's a lot of
14 tourist traffic. A lot of parents visiting their
15 children or bringing their kids for college. I mean
16 there's nice private schools in the neighborhood.

17 So it was kind of a hip, shall we say,
18 neighborhood.

19 Q. And what do you think its reputation was in
20 July of 2020?

21 A. I think it was still like -- I don't even
22 know what to say about that. It was like the
23 aftermath. Like I said, some people were still
24 boarded up. There's no police presence, you know.

25 Yeah, people are living in the park, you

Page 83

1 Q. If other neighborhoods in Seattle were still
2 boarded up that didn't have CHOP, can you think of
3 reasons why those neighborhoods would still have
4 windows boarded?

5 MR. WEAVER: Objection. If you can answer
6 that one, go ahead.

7 A. I don't. I just -- primarily my focus is
8 more on my surroundings.

9 Q. (By Ms. Pratt) When you opened in July did
10 you have a limitation on the number of customers that
11 could be in the store at any given time?

12 A. There was a mandate, I believe it was 25
13 percent capacity for retail. And I can't say for
14 restaurants, but mainly retail.

15 Q. And did that change the way that you ran
16 your business?

17 A. I mean there were a few times that we had to
18 regulate, you know, who could come in as people would
19 come out.

20 But for the most part the flow was in a way
21 where there was no -- there was never a given time
22 where there was like 50 people or something.

23 So the ebbs and flows worked fine; we were
24 able to operate at 25 and meeting the masks and
25 sterilization and everything else to stay open.

Page 82

1 know. They were living in the park all the way to
2 December.

3 I mean it wasn't a place people were wanting
4 to go.

5 Q. And you attribute that to CHOP?

6 A. Yes.

7 Q. Have you driven around the Westlake area
8 recently?

9 A. I can't say I have. I'm from the Eastside
10 so I just go back and forth from Capital Hill to the
11 Eastside.

12 Q. Do you know if other parts of Seattle are
13 still boarded up?

14 MR. WEAVER: Objection.

15 A. I mean I do know that there are still parts
16 of my neighborhood that are boarded up.

17 Q. (By Ms. Pratt) By your neighborhood you
18 mean Capital Hill?

19 A. Yes.

20 Q. And they're boarded up through now, May
21 2021?

22 A. Yes.

23 Q. And you're not aware of whether other
24 neighborhoods in Seattle are boarded up?

25 A. I don't really have a reason to, so I don't.

Page 84

1 Q. Have you applied for any government aid
2 between February of 2020 and now?

3 A. Can you specify what type of aid?

4 Q. Have you applied for a PPP loan?

5 A. Yes.

6 Q. And did you receive one?

7 A. Yes.

8 Q. What was the basis for requesting a PPP
9 loan?

10 A. I don't have the exact recollection of what
11 the guidelines were. I know that you had to show a
12 decrease in revenue and you also had to use funds to
13 keep employment moving.

14 And so those were the things that they were
15 used for.

16 MS. PRATT: I have another exhibit. This
17 will be marked Exhibit 16.

18 (Marked Deposition Exhibit No. 16.)

19 Q. (By Ms. Pratt) It's in the Chat now. Let
20 me know when you have it open.

21 Do you have it open?

22 A. Yes.

23 Q. Can you tell me what is Exhibit 16?

24 A. I believe it's a document from Homestreet
25 Bank for a round of PPP.

21 (Pages 81 to 84)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

KILBURN TAMARA
5/13/2021

Page 93

1 A. Yes.

2 Q. When you were in and out of your location
3 during those protests, other than observing the
4 atmosphere of tension and anger and anxiety, did you
5 see any other changes to your neighborhood from the
6 protests?

7 MR. WEAVER: Objection. Answer if you can.

8 A. I mean it was -- it was like a boarded-up
9 neighborhood. I mean it was not -- it didn't feel
10 like I was in the same neighborhood.

11 Q. (By Ms. Pratt) Did that change as June, you
12 know, at the start of June and as June continued?

13 Are you there?

14 A. Yes.

15 MR. WEAVER: We had a reboot so we were
16 waiting for the next question. We didn't realize we
17 were gone.

18 Q. (By Ms. Pratt) Okay. So as May turned into
19 June did you notice any changes in your
20 neighborhood -- any further changes in your
21 neighborhood?

22 MR. WEAVER: Objection. Answer if you can.

23 A. Yeah. I mean, first of all, it was called
24 CHAZ and then it was CHOP. The police left and then
25 various groups took over and blocked off streets.

Page 95

1 to?

2 MR. WEAVER: Objection. You can answer if
3 you can as far as what she's asking about.

4 A. I don't -- I'm not completely clear but I do
5 know that it was blocked off most, if not all, of
6 June.

7 Q. (By Ms. Pratt) Did you try to open at any
8 point in June?

9 A. No.

10 Q. You said various groups took over and
11 blocked off the streets.

12 What streets were blocked off?

13 A. I don't know all of the streets, but the
14 ones that affected me directly, half of my store was
15 in the occupied area on 12th. There were barriers up
16 to my window that you could not cross unless you
17 wanted to enter the Zone.

18 And I believe that that continued down Pike
19 on each thoroughfare until maybe Broadway -- I wasn't
20 sure if it went all the way to Broadway -- and then on
21 Pike and then the park. I don't know exactly where it
22 ended exactly.

23 But I didn't really feel comfortable
24 venturing around in there all the time. So I just
25 went in when I needed to document and then I left.

Page 94

1 Q. (By Ms. Pratt) And how was the atmosphere
2 that you described earlier? Did the atmosphere
3 change?

4 A. I don't even know if I'd use the word
5 "atmosphere" at that point. It was different. There
6 was like -- okay. There were streets blocked off, no
7 police. It was various groups that were there
8 primarily to cause problems.

9 There were makeshift shelters and garbage
10 and graffiti and broken stuff. And it -- yeah, it was
11 completely -- it was like, yeah. And, you know, I did
12 not stay around that often because I just went and did
13 what I had to do to ship and then I left.

14 I had children with me. Schools were not
15 open yet so I didn't feel safe or comfortable being
16 there with kids. So it was a quick exchange and then
17 I was off.

18 Q. And when did that continue to?

19 A. Again, I don't have the whole dates, but
20 June was pretty much a full takeover month and it
21 didn't seem that it would dissipate anytime soon, so.
22 Restrooms were provided, food, shelter.

23 It didn't seem like -- if anything, it
24 seemed like it was encouraged.

25 Q. I'm sorry. I asked when did that continue

Page 96

1 THE VIDEOGRAPHER: Sorry for the
2 interruption.

3 Is everything okay on your end with Zoom,
4 Mr. Weaver?

5 MR. WEAVER: I just had another in and out,
6 for some reason. But it's spontaneously leaving and
7 coming back, so I mean I can -- it's just going
8 through Tamara so I can hear everything.

9 But our lunches are here.

10 MS. PRATT: That's what I was going to say.

11 Why don't we go off and take lunch and
12 hopefully that will fix it.

13 THE VIDEOGRAPHER: The time is 12:14 p.m.
14 and we're off the record.

15 (Recess.)


24 (Pages 93 to 96)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

KILBURN TAMARA
5/13/2021

<p style="text-align: right;">Page 173</p> <p>1 business?</p> <p>2 A. No.</p> <p>3 MS. PRATT: I'm going to mark, hopefully,</p> <p>4 one more exhibit, Exhibit 27.</p> <p>5 (Marked Deposition Exhibit No. 27.)</p> <p>6 Q. (By Ms. Pratt) Let me know when you see</p> <p>7 that. Do you see the exhibit?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. What is Exhibit 27?</p> <p>10 A. It is an Instagram post.</p> <p>11 Q. And did Sway and Cake open on June 8th?</p> <p>12 A. I'm sorry. Did we open on June 8th?</p> <p>13 Q. Oh, I brought in the wrong one.</p> <p>14 Well, in any case. Yeah.</p> <p>15 So on June 8th you announced -- sorry, you</p> <p>16 announced that you're going to reopen?</p> <p>17 A. Yes.</p> <p>18 Q. Did you actually reopen?</p> <p>19 A. No.</p> <p>20 Q. Okay. So into June 8th you planned to</p> <p>21 reopen on June 11th, but you didn't?</p> <p>22 A. Correct.</p> <p>23 MS. PRATT: Okay. I think I am done for the</p> <p>24 day. I appreciate your time. I'm sure this was no</p> <p>25 fun.</p>	<p style="text-align: right;">Page 175</p> <p>1 SIGNATURE</p> <p>2 I declare under penalty of perjury under the</p> <p>3 laws of the State of Washington that I have read my within</p> <p>4 deposition, and the same is true and accurate, save and</p> <p>5 except for changes and/or corrections, if any, as indicated</p> <p>6 by me on the CHANGE SHEET flyleaf page hereof.</p> <p>7 Signed in _____, Washington,</p> <p>8 this _____ day of _____, 2021.</p> <p>9</p> <p>10</p> <p>11</p> <p>12 TAMARA KILBURN</p> <p>13 Taken: May 7, 2021</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22 Re: HUNTERS CAPITAL</p> <p>23 Cause No.: 20-CV-0083-TSZ</p> <p>24 Pat Lessard, CCR 2104</p> <p>25</p>
<p style="text-align: right;">Page 174</p> <p>1 THE WITNESS: Thank you. I appreciate your</p> <p>2 time, too.</p> <p>3 MS. PRATT: And, Tyler, I'm just going to</p> <p>4 remind you one more time that contingency fee</p> <p>5 agreement is in there, so when it's time to designate</p> <p>6 I want to make sure that we're both on top of it,</p> <p>7 right?</p> <p>8 MR. WEAVER: Okay.</p> <p>9 MS. PRATT: We can go off.</p> <p>10 THE VIDEOGRAPHER: The time is 3:45 p.m.</p> <p>11 We are off the record.</p> <p>12 (Deposition recessed at 3:45 p.m.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 176</p> <p>1 CERTIFICATE</p> <p>2 STATE OF WASHINGTON)</p> <p>3) ss.</p> <p>4 COUNTY OF KING)</p> <p>5 I, the undersigned Washington Certified Court</p> <p>6 Reporter, hereby certify that the foregoing deposition upon</p> <p>7 oral examination of TAMARA KILBURN was taken</p> <p>8 stenographically by me on May 7, 2021, and transcribed under</p> <p>9 my direction;</p> <p>10 That the witness was duly sworn by me pursuant to</p> <p>11 RCW 5.28.010 to testify truthfully; that the transcript of</p> <p>12 the deposition is a full, true, and correct transcript to</p> <p>13 the best of my ability; that I am neither attorney for nor</p> <p>14 relative or employee of any of the parties to the action or</p> <p>15 any attorney or counsel employed by the parties hereto, nor</p> <p>16 am I financially interested in its outcome.</p> <p>17 I further certify that in accordance with</p> <p>18 CR 30(e) the witness was given the opportunity to examine,</p> <p>19 read and sign the deposition within 30 days upon its</p> <p>20 completion and submission, unless waiver of</p> <p>21 signature was indicated in the record.</p> <p>22 IN WITNESS WHEREOF, I have hereunto set my hand this</p> <p>23 11th Day of May, 2021.</p> <p>24</p> <p>25</p> <p>Pat Lessard</p> <p>Pat Lessard,</p> <p>pat@court-reporter.com</p> 

44 (Pages 173 to 176)

Exhibit 33

SEAN SHEFFER
5/18/2021

Page 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HUNTERS CAPITAL, LLC, et al.,)
)
 Plaintiffs,)
)
 vs.) No. 20-cv-00983-TSZ
)
 CITY OF SEATTLE,)
)
 Defendant.)

Zoom Video Deposition Upon Oral Examination

Of
SEAN SHEFFER
Shuffle LLC 30(b)6

*** Contains Confidential Testimony and Exhibits ***

DATE: Tuesday, May 18, 2021
REPORTED BY: Mindy L. Suurs, CSR No. 2195

Page 3

1	I N D E X	
2	EXAMINATION BY	PAGE
3	Ms. Pratt	5

	EXHIBIT INDEX	
	NO.	PAGE
7		
8	28	19
9	Business Opportunity Purchase & Sale Agreement	
10		
11	29	38
12	30	79
13	31	88
14	32	93
15	Purchase and Sale Agreement between Orizume and Shuffle	
16	33	115
17	34	115
18	35	115
19	36	117
20	Cure Cocktail daily sales spreadsheet for 2020	
21	37	118
22	38	119
23	39	154
24	Cure Estimated Damage Total spreadsheet	
25		

Page 2

APPEARANCES

For the Plaintiff:
TYLER S. WEAVER
 Calfo Eakes
 1301 Second Avenue
 Suite 2800
 Seattle, Washington 98101

For the Defendant:
CAITLIN B. PRATT
 Harrigan Leyh Farmer Thomsen
 999 Third Avenue
 Suite 4400
 Seattle, Washington 98104

Also Present: Karl Benitez, Royal Video Productions

--oOo--

Page 4

Tuesday, May 18, 2021
9:00 a.m.

--o0o--

THE VIDEOGRAPHER: We are now on the record. Today is May 18, 2021. The time is now 9:00 a.m. This is Volume No. 1, Media No. 1 in the deposition of Shuffle LLC 30(b)6 representative Sean Sheffer, in the matter of Hunters Capital LLC, et al., versus City of Seattle.

We are recording via the internet using Zoom video conferencing. My name is Karl Benitez. I'm representing Royal Video Productions on behalf of Rough & Associates. Today's court reporter is Mindy Suurs. At this time I would like to ask all counsel present to identify themselves.

MS. PRATT: Good morning. My name is Caitlin Pratt from Harrigan Leyh Farmer & Thomsen. We represent the City of Seattle in this matter.

MR. WEAVER: Tyler Weaver from Calfo Eakes on behalf of the plaintiffs.

THE VIDEOGRAPHER: Thank you very much.

Madam court reporter, would you please swear in the witness.

1 (Pages 1 to 4)

SEAN SHEFFER
5/18/2021

Page 29

1 numbers that you saw?

2 A. Yes, I did. I saw that they were about 1000,
3 2000 they kept it around, just to say it wasn't in the
4 negatives. And so seeing that it wasn't in the negatives,
5 I looked at the payroll numbers and thought that that would
6 be good wages for any staff.

7 Q. And in particular, the staff you were thinking of
8 was your stepbrother; right?

9 A. Yes.

10 Q. And did you have an understanding of what would
11 happen to any net income that was earned by the business?

12 A. Yeah, any net income would be reported on my K-2
13 and taxed under my Microsoft income. They call it a --
14 like a tax passover to a regular filing.

15 Q. Okay. So just to clarify, you would have
16 received any of the net income; right?

17 A. I would have, correct, or net loss.

18 Q. Or net loss. So am I understanding correctly
19 that essentially starting the business or purchasing Cure
20 was a way to have your stepbrother employed full time doing
21 bartending like he was trained to do and you could have a
22 benefit of net income or you could write off any losses
23 from the business?

24 MR. WEAVER: Objection.

25 A. Bringing it back, I bought Cure to just pursue

Page 31

1 Q. Does it still have them?

2 A. Of course.

3 Q. Cure is no longer located at 1641 Nagle Place; is
4 that right?

5 A. Yes, it's no longer located there.

6 Q. Where is it located now?

7 A. 1449 East Pine Street, 98122.

8 Q. When did you move to that location?

9 MR. WEAVER: Objection.

10 A. What was the question?

11 BY MS. PRATT:

12 Q. When did you move to that location at 1449 East
13 Pine Street?

14 A. Oh, we moved there about in May.

15 Q. In May of 2021?

16 A. May of 2020. Like we opened Cure Cocktail May
17 2020.

18 Q. Okay. Just want to make sure I understand. So
19 you purchased Cure at 1641 -- when it was located at 1641
20 Nagle Place; right?

21 A. Yes.

22 Q. And you started running Cure at that location in
23 2017, at the end of 2017; right?

24 A. Yes.

25 Q. And it was located at that same location until

Page 30

1 Joe's and my dream of running a bar and hoping that I could
2 pay his wages versus his wages in Las Vegas and make a net
3 income at the end of the day.

4 BY MS. PRATT:

5 Q. And so you purchased the business, and when did
6 you actually start running Cure?

7 A. About two weeks after we -- like middle of
8 November, like November 17th of 2017.

9 Q. And -- let me see. Hold on. So you said you
10 started running Cure about two weeks after you purchased
11 it; right?

12 A. Yes.

13 Q. And where is Cure or where was Cure located at
14 the time you purchased it?

15 A. 1641 Nagle Place, Suite 006, 98122. That's the
16 zip code.

17 Q. And what was attractive to you about a location
18 in Capitol Hill?

19 A. We wanted to run a successful bar. Capitol Hill
20 has a lot of great bars.

21 Q. And does it still have a lot of great bars?

22 MR. WEAVER: Objection. Go ahead.

23 A. It has -- your question was at the time, so we
24 wanted a place that has great bars.

25 BY MS. PRATT:

Page 32

1 when?

2 A. I see the -- I see your question. It was
3 located -- Cure Cocktail was located 1641 Nagle Place in
4 2017 and it was located there until the end of the lease in
5 the end of -- in March 2021.

6 Q. Okay. So Cure Cocktail maintained its storefront
7 at 1641 Nagle Place until March 2021?

8 A. Correct. It still stands there this day.

9 Q. But it's no longer open there?

10 A. It's closed.

11 Q. It's closed, okay. Now, you mentioned that Cure
12 Cocktail is currently located at 1449 East Pine; right?

13 A. The trade name, yes.

14 Q. What do you mean?

15 A. When you file for Shuffle LLC, you can have
16 dba's, so the trade names are Cure Cocktail and Remedium
17 Grill.

18 Q. So you purchased Cure, and you also owned the
19 trade name Cure; is that right?

20 A. We actually purchased the trade name, the rights
21 to the trade name. So the Haldane Group had Cure --
22 Haldane Group LLC had a dba and trade name registered as
23 Cure. After I bought it, they released that trade name and
24 Shuffle LLC was able to put Cure as their trade name.

25 Q. Now, you mentioned Cure Cocktail. Is that a

8 (Pages 29 to 32)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

SEAN SHEFFER
5/18/2021

Page 133

1 Q. Differences in what?
2 A. Differences in sales for physical location and
3 then versus 2020, 2019, and 2018.
4 Q. So you compared your 2020 sales to your 2018 and
5 2019 sales?
6 A. Yes.
7 Q. And you accounted for your losses by taking the
8 difference of those sales?
9 A. I considered that method in the other exhibit.
10 It's a different method.
11 Q. In what other exhibit?
12 A. There's a Cure damages Excel, and I try -- I used
13 some averages on there rather than just a pure subtraction
14 of revenues on there.
15 Q. Okay. But you were comparing your sales in 2020
16 to your sales in 2018 and 2019; is that right?
17 MR. WEAVER: Objection.
18 A. No, I compared it to -- when we review it, I
19 compared it to the weeks of April and May of 2020.
20 MS. PRATT: Okay.
21 MR. WEAVER: You have a spreadsheet that might
22 clear some things up if you want clear testimony on it.
23 BY MS. PRATT:
24 Q. I'm going to show you Exhibit 8. It's been
25 previously marked. Let me know when you have that open.

Page 134

1 A. It's open.
2 Q. All right. If you go to Page -- let's see -- 15.
3 A. Tyler, how do I know I'm on Page 15?
4 MR. WEAVER: Go here.
5 A. Oh, okay. Okay.
6 BY MS. PRATT:
7 Q. It says -- well, you know, let's go down to on
8 Page 16 just really quick. So this was submitted in
9 September of 2020; right?
10 A. Yes.
11 Q. September 28, 2020?
12 A. Yes.
13 Q. And it says on Page 15 associated with Shuffle
14 LLC, Cure Cocktail. Cure Cocktail presently estimates its
15 to-date financial losses due to CHAZ, CHOP, and its
16 aftermath as 93,468; that is right?
17 A. Yes.
18 Q. This is due to lost sales revenue; is that right?
19 A. Yes.
20 Q. Where did you get that number?
21 A. I calculated the average like run rate, average
22 sales per week we were making before -- before CHOP and
23 after CHOP, and I averaged -- go ahead.
24 Q. No, you go ahead. You averaged --
25 A. Yeah, I averaged weekly sales, then I averaged

Page 135

1 the weekly sales after CHOP, calculated the differences,
2 and I multiplied that by the number of weeks.
3 Q. What number of weeks?
4 A. I need to see the Excel file specifically. I
5 think at the time the number of weeks goes out in this
6 document to September 20th, 2020, so the period between mid
7 June to September 2020.
8 Q. When was CHOP?
9 MR. WEAVER: Objection. Answer if you can.
10 A. CHOP, middle of June. I'm thinking, around
11 June 8th, middle of June.
12 BY MS. PRATT:
13 Q. Okay. Do you associate CHOP with SPD leaving the
14 East Precinct?
15 MR. WEAVER: Objection. Answer if you can.
16 A. I associate CHOP with the dangers in the area
17 with lack of police entering or servicing that area.
18 BY MS. PRATT:
19 Q. And you've said that was middle of June?
20 MR. WEAVER: Objection. He gave a specific date.
21 BY MS. PRATT:
22 Q. You can answer me.
23 A. Oh, middle of June, like first week of June.
24 Q. Okay. And when did it end? When did CHOP end?
25 MR. WEAVER: Objection.

Page 136

1 A. I can't put a date when CHOP ended. Its
2 presence -- I'm not the expert. Its presence is still --
3 has its effect.
4 BY MS. PRATT:
5 Q. Explain that.
6 A. There's still -- there's still people like
7 tenants interested in -- in the area, like running a bar
8 there, who still know that that area was associated with
9 CHOP, as referenced in my hard time selling the lease even
10 as far as out as in just like November, December 2020.
11 Q. Okay. So you don't believe that CHOP has ended?
12 A. I think the physical presence of the CHOP
13 community in terms of persons are no longer there, but
14 the -- just to say the conversations or the effects or how
15 people reference the area has -- is still changed.
16 Q. And who do you hear having conversations or
17 referencing the area related to CHOP?
18 MR. WEAVER: Objection.
19 A. Looking at potential new tenants to move into the
20 Cure location, talking to the biz brokers themselves.
21 BY MS. PRATT:
22 Q. Did you talk to new tenants about this?
23 A. No, I just showed the area and toured it to show
24 the equipment working.
25 Q. So you haven't heard of any potential new tenants

34 (Pages 133 to 136)

SEAN SHEFFER
5/18/2021

Page 137

1 talking about the Nagle area as CHOP.

2 A. I don't want to argue semantics, but
3 colloquially, I've heard from conversations with my biz
4 broker that, once they see where our bar was located, they
5 understand, oh, this is where CHOP is and we're not
6 interested, and I didn't get those offers. I know that I
7 didn't get any other offers besides the two.

8 Q. And you attribute that to CHOP?

9 A. Yes. I attribute it to the dangers of the area
10 where we were afraid that people, whoever they may be,
11 would vandalize our location without any repercussions or
12 any, let's just say, City resources to stop any vandalism
13 from happening.

14 Q. Why do you believe that there was a time when
15 your location could be vandalized without any City
16 resources to stop it?

17 A. Many nights I was there, Caitlin. I stayed in my
18 van and I watched Cure with Joe, having people put their
19 hands like this on my car window, making sure I wasn't, you
20 know, recording or anything and spray painting the column
21 between Rock Box and Cure. There were times where Cure was
22 vandalized. Cure Cocktail was painted -- on the wall they
23 spray painted over the words "Cocktail."

24 I was there many nights, and I saw retailers like
25 Game Stop get broken into, and there was, yeah, no -- no

Page 139

1 graffiti would have been probably in July to August.

2 Q. Do you know if there was graffiti or tagging
3 happening at other places in the city?

4 MR. WEAVER: Objection.

5 A. I don't know. I was really trying to save my
6 Nagle location and watching it.

7 BY MS. PRATT:

8 Q. You said earlier that, come the end of June or
9 July, there were too many police officers around your
10 location; right?

11 A. I would say like near July when we didn't have
12 customers because of the -- before July, when we didn't
13 have customers because of just the people avoiding it
14 because it was just so dangerous or people knew that -- or
15 people assumed that cops wouldn't come and enter and that's
16 when we felt people avoided it because the area was
17 dangerous. And then even come July, it even got -- people
18 couldn't come because the police blockades. So I would say
19 it was both.

20 Q. So in July when there were too many police
21 officers there, was it still dangerous?

22 MR. WEAVER: Objection.

23 A. You can define dangerous, but cops were there on
24 July 4th, let's just say, to clear the park, and in what
25 felt -- it felt like the environment could change very

Page 138

1 response or I -- they came and went. I was very -- every
2 night I was there just watching, hoping that they wouldn't
3 break my windows because those are very expensive, and it's
4 a -- yeah. I didn't want anyone to break in and steal my
5 inventory.

6 Q. And when did that continue to?

7 A. I stayed there, you know, after -- in the
8 nighttime as much as I could in my van just watching, I
9 would say for few -- a few weeks, and come the October
10 time, November time, December time, yeah, I thought I could
11 relax and then it indeed did happen.

12 Q. So you stayed in your van around Cure in the
13 evenings for a few weeks starting in early June; is that
14 right?

15 A. Yes.

16 Q. And Cure actually didn't suffer any actual damage
17 during that time?

18 A. While I was watching, no, it was tagged, like I
19 said, the column next to our door and the Cure Cocktail,
20 "Cocktail" was covered over, but during those times when I
21 was watching, I didn't see anything else besides those two
22 incidences up until December.

23 Q. When did those two incidents happen?

24 A. I can't recall specifics, but it would have been
25 between June and July, and then the other just spray paint

Page 140

1 rapidly to more crowds forming in the area and that the
2 danger persisted with or without a cop blockade.

3 BY MS. PRATT:

4 Q. But the City was devoting resources to your area;
5 right?

6 MR. WEAVER: Objection.

7 A. I don't know exactly what they approved or didn't
8 approve.

9 BY MS. PRATT:

10 Q. Right, but you said that there were too many
11 officers around; right? They were blocking access to your
12 business?

13 MR. WEAVER: Objection.

14 A. On that certain date and time frame. But even --
15 my understanding, cops were there, blockade, clear the
16 park, and then kind of, you know, it opened up again
17 because they -- the City installed -- the City gave like
18 blockades or something like that. It was down the street,
19 if that's your definition of any resources. But people
20 still avoided the area with or without cops because it's
21 just not a place you want to walk by at nighttime or the
22 evening when cocktails are served.

23 BY MS. PRATT:

24 Q. Okay. So with or without cops, people avoided
25 your area in the evening; is that right?

35 (Pages 137 to 140)

SEAN SHEFFER
5/18/2021

Page 141

1 MR. WEAVER: Objection.
2 A. Yes.
3 BY MS. PRATT:
4 Q. And that continued until now even; right?
5 MR. WEAVER: Objection.
6 A. The cops aren't blockading the area anymore, and
7 the area was -- I don't know about now because I'm not in
8 the location, but they avoided it because they knew how --
9 they could see, you know, the news going on or the tagging
10 of the park right across from us, Cal Anderson -- yeah,
11 they could see that the area had let's just say not been as
12 lively as it was in 2019 and '18.
13 BY MS. PRATT:
14 Q. So when did it harm you that others avoided the
15 area around Cal Anderson?
16 MR. WEAVER: Objection.
17 THE WITNESS: Answer?
18 MR. WEAVER: Yeah.
19 A. I think the clearest one, to my knowledge, is
20 gunshots, when the first gunshots started, occurred.
21 That's when people avoided because they didn't want to get
22 shot.
23 BY MS. PRATT:
24 Q. Sorry, I should have been clearer. Okay, so I
25 understand that you are saying that for several weeks or a

Page 143

1 Q. Through when?
2 A. Through the end of my lease.
3 Q. And how are those damages starting after the Cal
4 Anderson Park was cleared in July 1st through the end of
5 your lease, how are those related to CHOP?
6 MR. WEAVER: Objection.
7 A. When you hear gunshots in an area, I believe it
8 was like once, twice, maybe three times, the effects of
9 people understanding that that area plus the police
10 blockades that are -- that were still up as of, you know --
11 they know that that area is one to avoid. And just lack
12 of -- there's a lot of graffiti and tagging still in some
13 areas, so they want to avoid the area.
14 BY MS. PRATT:
15 Q. When do you think the police blockades were up
16 until?
17 A. They were moved this year. They stayed up
18 throughout all 2020.
19 Q. And where were those blockades?
20 A. In front of the police station.
21 Q. Where specifically?
22 A. Wherever the Seattle East Precinct exact location
23 is. Pine and 12th or 13th. I don't know the exact address
24 of the East Precinct.
25 Q. Isn't your new location closer to that than Nagle

Page 142

1 few weeks between early June and July, there were not
2 enough officers near your location on Nagle; right?
3 A. I'm not sure where the officers' proximity was.
4 The crimes there -- we don't know -- it was chaotic at the
5 park, or at that area, but we knew that there was an
6 increased amount of people tagging and then there was
7 gunshots and just -- with no response or anything. It was
8 just me and Joe and the van and watching Cure.
9 Q. Did you call police?
10 A. Called the police on the December incident, but,
11 as stated earlier, no, because we were thankfully at the
12 time not broken into.
13 Q. Okay. So you never called police in that period
14 when you were afraid police wouldn't come; right?
15 A. No.
16 Q. And you did call police in December; right?
17 A. Yes.
18 Q. And police came?
19 A. They did.
20 Q. And to be clear, you're claiming harm, damages
21 from the cops from what period?
22 MR. WEAVER: Objection. Answer if you can.
23 A. Mid June. I would say closer to the first
24 gunshot.
25 BY MS. PRATT:

Page 144

1 Street?
2 A. That one's on 15th and Pine.
3 Q. Right. Aren't they about the same distance from
4 the East Precinct as one another?
5 A. Yes. I'd argue -- yes, they are about the same
6 distance.
7 Q. But the blockades at the East Precinct somehow
8 harmed your Nagle location but didn't harm your new
9 location?
10 MR. WEAVER: Objection.
11 A. I'm referencing the physical blockades, mainly
12 to -- to just say that the police didn't operate that East
13 Precinct. I'm not saying those physical blockades
14 physically blocked customers from entering my business.
15 BY MS. PRATT:
16 Q. So when do you think the East Precinct wasn't
17 staffed?
18 MR. WEAVER: Objection.
19 A. It wasn't staffed when -- when news articles came
20 out showing the police actually taking out all their AV
21 equipment and just not being there.
22 BY MS. PRATT:
23 Q. When do you think that it was staffed again?
24 MR. WEAVER: Objection.
25 A. I don't even think it was staffed in 2020.

36 (Pages 141 to 144)

SEAN SHEFFER
5/18/2021

Page 209

1 A. No.
2 Q. So what is the basis for your opinion that only
3 those businesses were affected by your perceived decrease
4 in safety?
5 MR. WEAVER: Objection.
6 A. My other location grew in sales.
7 BY MS. PRATT:
8 Q. So you don't think that businesses located, for
9 example, where your other location is located would show
10 any decrease in sales in 2020; is that right?
11 MR. WEAVER: Objection.
12 A. Yes.
13 MS. PRATT: Okay. All right. I think that's
14 everything that I have for today. I'll get back to you
15 about some of the documents that have been discussed.
16 THE VIDEOGRAPHER: Should we go off the record?
17 MR. WEAVER: I don't have any questions.
18 THE VIDEOGRAPHER: The time is 5:43 p.m. We are
19 off the record.

20
21
22 (The deposition concluded at
23 5:45 p.m.)
24 (Signature was reserved.)
25

Page 210

1 SIGNATURE

2
3 I declare that I have read my within deposition,
4 taken on Tuesday, May 18, 2021, and the same is true and
5 correct save and except for changes and/or corrections, if
6 any, as indicated by me on the "CORRECTIONS" flyleaf page
7 hereof.
8 Signed in _____, Washington,
9 this _____ day of _____, 2021.

10
11
12
13
14
15
16 SEAN SHEFFER
17
18
19
20
21
22
23
24
25

Page 211

1 REPORTER'S CERTIFICATE

2
3 I, Mindy L. Suurs, the undersigned Certified Court
4 Reporter, pursuant to RCW 5.28.010, authorized to
5 administer oaths and affirmations in and for the State of
6 Washington, do hereby certify:

7 That the foregoing testimony of SEAN SHEFFER was
8 given before me at the time and place stated therein and
9 thereafter was transcribed under my direction;

10 That the sworn testimony and/or proceedings were by me
11 stenographically recorded and transcribed under my
12 supervision, to the best of my ability;

13 That the foregoing transcript contains a full, true,
14 and accurate record of all the sworn testimony and/or
15 proceedings given and occurring at the time and place
16 stated in the transcript;

17 That the witness, before examination, was by me duly
18 sworn to testify the truth, the whole truth, and nothing
19 but the truth;

20 That I am not a relative, employee, attorney, or
21 counsel of any party to this action or relative or employee
22 of any such attorney or counsel and that I am not
23 financially interested in the said action or the outcome
24 thereof;

25 DATE: May 23, 2021

26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000



Mindy L. Suurs
Certified Court Reporter #2195

53 (Pages 209 to 211)

Exhibit 34

LONNIE THOMPSON
5/4/2021

Page 1

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HUNTERS CAPITAL, LLC, et al.,)
)
Plaintiffs,)
)
vs.) No. 20-cv-00983-TSZ
)
CITY OF SEATTLE,)
)
Defendant.)

Zoom 30(b)6 Video Deposition Upon Oral Examination
Of
LONNIE THOMPSON

DATE: Tuesday, May 4, 2021
REPORTED BY: Mindy L. Suurs, CSR No. 2195

Page 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

EXAMINATION BY

Ms. Pratt

PAGE

5

EXHIBIT INDEX

NO.

DESCRIPTION

PAGE

1

Google map

12

2

Bergman's Lock and Key Service, LLC, Profit and Loss, May 1, 2020

38

3

Summary of profit and loss information

46

4

Annual Profit and Loss Statements from 2016 through 2020

47

5

Bergman's Lock and Key Service, LLC, Profit and Loss, May 1, 2020

56

6

Bergman's Lock and Key Service, LLC, Profit and Loss, May 1, 2019

57

7

Estimated Losses for Bergman's Lock & Key

89

8

Plaintiffs' Initial Disclosures

93

9

Photos

108

Page 2

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

For the Plaintiff:
TYLER S. WEAVER
Calfo Eakes
1301 Second Avenue
Suite 2800
Seattle, Washington 98101

For the Defendant:
CAITLIN B. PRATT
KRISTIN E. BALLINGER
TYLER L. FARMER
Harrigan Leyh Farmer Thomsen
999 Third Avenue
Suite 4400
Seattle, Washington 98104

For the City of Seattle:
JOSEPH GROSHONG
Assistant City Attorney
Seattle City Attorney's Office
701 Fifth Avenue
Suite 2050
Seattle, Washington 98104

Also present: Karl Benitez, Royal Video Productions

--oOo--

Page 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Tuesday, May 4, 2021
9:10 a.m.
--oOo--

THE VIDEOGRAPHER: We are now on the record. Today is May 4th, 2021. The time is now 9:10 a.m. This is Volume No. 1, Media No. 1 in the deposition of Bergman's Lock and Key Services, LLC, 30(b)6 representative Lonnie Thompson in the United States District Court Western District of Washington at Seattle in the matter of Hunters Capital, LLC, versus City of Seattle, Case No. 20-cv-00983-TSZ. We are recording via the internet using Zoom video conferencing.

My name is Karl Benitez. I'm representing Royal Video Productions, Inc., of Issaquah, Washington 98027 by invitation of Rough & Associates.

At this time I would like to ask all counsel present to identify themselves. Please state your name, the firm you're working for, and whom you're representing in this matter.

MS. PRATT: My name is Caitlin Pratt. I work for Harrigan Leyh. We represent the City of Seattle. I'm joined on this call by Kristin Ballinger, also with my firm, and Joe Groshong of the City of Seattle.

MR. WEAVER: My name is Tyler Weaver. I'm at

1 (Pages 1 to 4)

LONNIE THOMPSON
5/4/2021

Page 9

1 A. I was studying mostly my financials, just to go
2 through them to make sure that my thought process was
3 correct, and then my notes of what we went through a year
4 ago.
5 Q. And you said you have notes. When did you write
6 those notes?
7 A. During the protests.
8 Q. And have you produced those notes in this case?
9 A. No.
10 Q. Can you produce them?
11 A. No.
12 Q. Why not?
13 A. Because they're my personal notes to recall my
14 memory.
15 Q. Okay. So if I understand you correctly, you're
16 saying you rely on those notes to refresh your memory about
17 the circumstances related to this case?
18 A. That is correct.
19 Q. Okay. And counsel, I don't think we need to
20 spend time on this on the record, but we'll be following up
21 with you about the notes.
22 MR. WEAVER: I'm sure.
23 BY MS. PRATT:
24 Q. Okay. And other than your notes and the PMLs and
25 the deposition subpoena, did you review any other documents

Page 11

1 Q. When was the company actually formed?
2 A. 1956.
3 Q. And it's been a locksmithing business that entire
4 time?
5 A. Yes.
6 Q. Who started the company? Do you know?
7 A. Mr. Al Bergman.
8 Q. And that's who you worked for as well?
9 A. Yes.
10 THE VIDEOGRAPHER: Pardon the interruption, but
11 Tyler Farmer is joining the meeting right now.
12 MS. PRATT: Thank you. I appreciate it.
13 Q. Does Bergman's own -- do you mind if I call it
14 Bergman's for short?
15 A. Sure.
16 Q. Great. Do you have any storefronts?
17 A. Yes.
18 Q. Where are they?
19 A. On Capitol Hill.
20 Q. Is it just one storefront?
21 A. Yes.
22 Q. Where on Capitol Hill is the store located?
23 A. The physical address is 1714 12th Avenue. It is
24 pretty much right in the middle of Olive and Howell.
25 Q. I'm going to show you our first exhibit for the

Page 10

1 in preparation for today?
2 A. No.
3 Q. So other than studying those documents, did you
4 do any other form of preparation for your deposition?
5 A. No.
6 Q. Who's your current employer?
7 A. I am the owner of Bergman's Lock and Key.
8 Q. How long have you owned Bergman's?
9 A. Over 13 years.
10 Q. Where did you work before you started Bergman's?
11 A. I worked for Bergman's -- I've worked for
12 Bergman's Lock and Key for over 20 years, and I was
13 employed with Mr. Bergman and then purchased the company
14 later on.
15 Q. So before you owned the company, when you worked
16 for it, what was your role?
17 A. I was the lead locksmith.
18 Q. And was Bergman's your first locksmith job?
19 A. Yes.
20 Q. So you said you purchased Bergman's approximately
21 13 years ago; is that correct?
22 A. Yes.
23 Q. But the company existed prior to you purchasing
24 it; is that correct?
25 A. That is correct.

Page 12

1 day. We'll mark this Exhibit 1.
2 (Exhibit No. 1 marked for
3 identification.)
4 MS. PRATT: And Tyler -- Tyler Weaver --
5 Mr. Weaver, we're hoping to sequentially number our
6 exhibits. Does that work for you?
7 MR. WEAVER: That's fine. Are you talking about
8 over the -- sorry -- talking about over the course of the
9 depositions?
10 MS. PRATT: All of the depositions, right.
11 MR. WEAVER: That's fine.
12 MS. PRATT: Great.
13 Q. So I'm going to introduce our first exhibit for
14 the day, which will be marked Exhibit 1, through the chat
15 function in Zoom. I'm not sure if you were able to
16 (inaudible) it earlier, but --
17 MR. WEAVER: Here's the chat function.
18 I'm assisting, just so you know, so he knows
19 where to go.
20 Just click on that.
21 BY MS. PRATT:
22 Q. So Mr. Thompson, I just introduced Exhibit 1 into
23 the Zoom chat feature. You should be able to right click
24 and save that exhibit to open it. Please let me know once
25 you do get that open.

3 (Pages 9 to 12)

LONNIE THOMPSON
5/4/2021

Page 33

1 business.
2 Q. When you say health insurance, do you mean
3 employee health insurance?
4 A. Yes.
5 Q. And then the liability insurance is for the
6 business?
7 A. That is correct.
8 Q. Have you made any insurance claims since the
9 beginning of 2020?
10 A. No, I have not.
11 Q. Do you recall when the last insurance claim you
12 made was?
13 A. No, I do not.
14 Q. Do you know that you've made a liability claim
15 previously?
16 A. Not that I'm aware of.
17 Q. Okay. Would anyone else make a claim on behalf
18 of Bergman's?
19 A. Not without me knowing.
20 Q. And to your knowledge no such claim has been made
21 on your liability insurance; is that right?
22 A. That is correct.
23 Q. Great. You touched on this earlier, but what
24 geographic area do you serve?
25 A. We actually service the state of Washington,

Page 35

1 MR. WEAVER: That's fine.
2 MS. PRATT: Great.
3 Q. So did the percentage of revenue that you earned
4 each month from walk-ins to the storefront stay about the
5 same between March and November of 2020?
6 MR. WEAVER: Objection. Go ahead.
7 BY MS. PRATT:
8 Q. Go ahead, Mr. Thompson.
9 A. No.
10 Q. Why not?
11 A. During the CHOP zone or during the CHOP, the
12 revenue dropped substantially.
13 Q. You said your revenue dropped generally. Do you
14 mean that your revenue from walk-ins dropped?
15 A. Yes.
16 MR. WEAVER: Objection, misstates testimony.
17 BY MS. PRATT:
18 Q. And how do you know this?
19 A. Because nobody walked through the door. There
20 would be days that we saw one person.
21 Q. And you know this because you were there; is that
22 right?
23 A. That is correct.
24 Q. When did this start?
25 MR. WEAVER: Objection. Go ahead.

Page 34

1 east -- west of the Cascades.
2 Q. So the state west of the pass; is that right?
3 A. That's correct.
4 Q. Do you have an estimate of what percentage of
5 your business is made up of work in the city of Seattle?
6 A. 80 percent.
7 Q. And of that 80 percent, do you have an estimate
8 of what percentage of the business is in Capitol Hill?
9 A. I'd say 50 percent of it's on the hill.
10 Q. You mentioned that your employees take their work
11 vehicles home; is that right?
12 A. Yes.
13 Q. Do any of your employees live within, say, half a
14 mile of Bergman's?
15 A. No. I do have a coworker that lives about a half
16 mile. He's about a -- he's a bench tech that works inside
17 the storefront.
18 Q. You said he lives about half a mile away?
19 A. Yep.
20 Q. And he doesn't have a vehicle; is that right?
21 A. He does not have a service vehicle.
22 MR. WEAVER: Caitlin, we've been going for about
23 an hour. Do you want to take a break?
24 MS. PRATT: Yeah, I have like one more question
25 to finish up this section. Does that work okay for you?

Page 36

1 A. It had been after June, late May, and it would be
2 well into the protests. It was just -- my memory's kind of
3 vague on it, but I think it was after the barriers went up.
4 Actually, I know it was after the barriers went up is when
5 the customers quit walking in the door.
6 BY MS. PRATT:
7 Q. And do you have a memory about whether it's late
8 May or June when that happened?
9 A. I'm going to say it was in June, probably the
10 first week, somewhere in there. It was -- it -- I don't
11 know the dates, but I do know that when the precinct was
12 evacuated and the barriers went up, that's when everything
13 stopped, everything just shut down.
14 Q. Did this eventually change?
15 MR. WEAVER: Objection. You can answer.
16 A. Yeah, it was changed after they cleared Cal
17 Anderson.
18 BY MS. PRATT:
19 Q. Okay. So it's your testimony that people started
20 coming into the storefront again after they cleared -- and
21 by "they," the City -- cleared Cal Anderson?
22 MR. WEAVER: Objection, vague.
23 A. We started seeing more people come in once the
24 CHOP zone was closed down and they moved in and swept that
25 out, but as long as Cal Anderson was occupied by the

9 (Pages 33 to 36)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

LONNIE THOMPSON
5/4/2021

<p style="text-align: right;">Page 37</p> <p>1 campers or homeless, whatever you want to call it, we 2 didn't really see a pickup in front counter work or 3 front -- storefront work until December. 4 BY MS. PRATT: 5 Q. And that's because there were still -- you didn't 6 see a pickup in front counter work until December because 7 there were still homeless people occupying Cal Anderson; is 8 that right? 9 A. Yes. 10 MR. WEAVER: Objection. 11 Just pause for just a second. 12 A. Sorry. 13 MR. WEAVER: That's okay. You're doing fine. 14 MS. PRATT: Okay. That was much longer than the 15 one question I thought I had, so why don't we take a -- do 16 you want to do 15 minutes, Tyler? 17 MR. WEAVER: That's fine. 18 MS. PRATT: Okay. Let's go off the record. 19 THE VIDEOGRAPHER: The time is 10:14 a.m. We are 20 off the record. 21 (Recess taken.) 22 THE VIDEOGRAPHER: The time is 10:31 a.m. We are 23 back on the record. 24 BY MS. PRATT: 25 Q. So Mr. Thompson, I'm going to drop another</p>	<p style="text-align: right;">Page 39</p> <p>1 A. Yes. 2 Q. And below that, "Service Sales"? 3 A. Yes. 4 Q. What does service sales mean in this context? 5 A. My -- I do not know exactly what it means, but my 6 instinct tells me it's the sales on the road. 7 Q. So you think that service sales means sales on 8 the road, and would that mean any sale by a service tech? 9 A. Yes. 10 Q. What would you need to know for sure which 11 numbers are included in the service sales? 12 A. I think I would have to talk to Lorie to get 13 clarification with that. 14 Q. Lori, your accountant; right? 15 A. That is correct. 16 Q. How about the next line there -- "Merchandise 17 Sales"? Do you know what's included in merchandise sales? 18 A. That would be the merchandise sold in the shop 19 and on the road because we do sell equipment out of the 20 vehicle. 21 Q. Is there any way for you to tell looking at that 22 number as it appears on the profit and loss statement what 23 percentage of those merchandise sales were on the road 24 versus what percent was in store? 25 A. Not by looking at this I can't. I'm unable to</p>
<p style="text-align: right;">Page 38</p> <p>1 exhibit into the chat. This one will be Exhibit No. 2, and 2 please let me know when you receive it. 3 MR. WEAVER: Let me know if you need help with 4 it. 5 A. Okay, I can see it. 6 (Exhibit No. 2 marked for 7 identification.) 8 BY MS. PRATT: 9 Q. And can you tell me is this your monthly -- or 10 excuse me, your daily profit and loss statements for the 11 month of May of 2020? 12 A. Yes, it is. 13 Q. Great. So if you would, could you skip to 14 Page 29 of that PDF? 15 A. Okay. 16 Q. And are you looking at the profit and loss 17 statement for May 29? 18 A. Yes, I am. 19 Q. What I would like to do -- let's see -- bear with 20 me. My orientation has changed on me. 21 Okay. So looking at that May 29th profit and 22 loss statement, I want to ask you about the line under -- 23 so the first line says "Ordinary Income/Expense"; right? 24 A. Yes. 25 Q. And then it says "Income"; is that right?</p>	<p style="text-align: right;">Page 40</p> <p>1 tell. I would have to talk it over with Lorie. 2 Q. And is this also an area where those invoices and 3 the other document that you mentioned -- I'm sorry, it's 4 escaping me -- where they could inform your understanding 5 of how this merchandise sale breaks down? 6 A. Yes. 7 Q. Could you remind me -- I know it's the invoices, 8 and what was the other type of document you might look at? 9 A. The service orders. 10 Q. And your total income that's reflected on this 11 May 29th profit and loss statement -- is that the total of 12 service sales and merchandise sales? 13 A. Yes. 14 Q. And is it fair to characterize that total income 15 as your revenue? 16 A. I guess you could, yeah. 17 Q. And all I mean by that is: Is it fair to say 18 that that total income number is the amount of money you 19 brought in on May 29th into Bergman's? 20 A. Yes. 21 Q. The next line says -- well, the next two lines 22 say "Cost of Goods Sold." What does that mean? 23 A. I would think it's material, cost of goods -- 24 yeah, that's material merchandise. That's -- this is not 25 my -- this is not my forte, the whole figuring out exactly</p>

10 (Pages 37 to 40)

LONNIE THOMPSON
5/4/2021

Page 113

can keep it open on the record.

MS. PRATT: All right. Well, we'll keep it open, we'll continue it, and you and I will continue our discussions.

Mr. Thompson, again, I really appreciate your time. Thank you.

THE WITNESS: Thank you.

THE VIDEOGRAPHER: Counsel, any redirect questions?

MR. WEAVER: I do not have any questions.

THE VIDEOGRAPHER: Should we go off the record?

MS. PRATT: Yes.

MR. WEAVER: That's fine.

THE VIDEOGRAPHER: The time is 2:19 p.m. We are off the record.

(The deposition adjourned at
2:19 p.m.)

(Signature was reserved.)

SIGNATURE

Page 115

I, Mindy L. Suurs, the undersigned Certified Court Reporter, pursuant to RCW 5.28.010, authorized to administer oaths and affirmations in and for the State of Washington, do hereby certify:

That the foregoing testimony of LONNIE THOMPSON was given before me at the time and place stated therein and thereafter was transcribed under my direction;

That the sworn testimony and/or proceedings were by me stenographically recorded and transcribed under my supervision, to the best of my ability;

That the foregoing transcript contains a full, true, and accurate record of all the sworn testimony and/or proceedings given and occurring at the time and place stated in the transcript;

That the witness, before examination, was by me duly sworn to testify the truth, the whole truth, and nothing but the truth;

That I am not a relative, employee, attorney, or counsel of any party to this action or relative or employee of any such attorney or counsel and that I am not financially interested in the said action or the outcome thereof;

DATE: May 6, 2021

Mindy L. Suurs

Mindy L. Suurs
Certified Court Reporter #2195



Page 114

I declare that I have read my within deposition, taken on Tuesday, May 4, 2016, and the same is true and correct save and except for changes and/or corrections, if any, as indicated by me on the "CORRECTIONS" flyleaf page hereof.

Signed in _____, Washington,
this _____ day of _____, 2016.

LONNIE THOMPSON

REPORTER'S CERTIFICATE

29 (Pages 113 to 115)

Exhibit 35

CRAIG SWANSON
6/1/2021

<p style="text-align: right;">Page 1</p> <p style="text-align: center;">UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT SEATTLE</p> <hr/> <p>HUNTERS CAPITAL, LLC, et al.,)) Plaintiffs,)) vs.) No. 20-cv-00983-TSZ) CITY OF SEATTLE,)) Defendant.)</p> <hr/> <p style="text-align: center;">Zoom Video Deposition Upon Oral Examination Of CRAIG SWANSON 30(b)6 Redside Partners LLC</p> <hr/> <p style="text-align: center;">**Contains Confidential Testimony and Exhibits**</p> <p>DATE: Tuesday, June 1, 2021 REPORTED BY: Mindy L. Suurs, CSR 2195</p>	<p style="text-align: right;">Page 3</p> <p style="text-align: center;">I N D E X</p> <p>EXAMINATION BY PAGE Ms. Pratt 5</p> <p style="text-align: center;">EXHIBIT INDEX</p> <p>NO. DESCRIPTION PAGE 48 Aerial map 17 49 Plaintiffs Answers And responses to 52 Defendant City of Seattle's Second Discovery Requests and Proposed Revisions to First Discovery Requests 50 Excel spreadsheet computation of damages 61 51 Redside Partners Combined Profit and Loss 82 52 E-mail dated 9/29/20 to Allison Hodgins from 118 Craig Swanson re Cal Anderson Park 53 E-mail dated 10/19/20 to several City of 118 Seattle officials from Craig Swanson re Tents and homelessness at Miller Playfield on Capitol Hill 8 (Previously marked.) 140</p>
<p style="text-align: right;">Page 2</p> <p style="text-align: center;">A P P E A R A N C E S</p> <p>For the Plaintiff: HENRY PHILLIPS Calfo Eakes 1301 Second Avenue Suite 2800 Seattle, Washington 98101</p> <p>For the Defendant: CAITLIN B. PRATT Harrigan Leyh Farmer Thomsen 999 Third Avenue Suite 4400 Seattle, Washington 98104</p> <p>Also Present: Karl Benitez, Royal Video Productions</p> <p style="text-align: center;">--oOo--</p>	<p style="text-align: right;">Page 4</p> <p>Tuesday, June 1, 2021 9:02 a.m.</p> <p style="text-align: center;">--oOo--</p> <p>THE VIDEOGRAPHER: We are now on the record. Today is June 1st, 2021. The time is now 9:02 a.m. This is Volume No. 1, Media No. 1 in the deposition of Redside Partners, LLC, 30(b)6 representative Craig Swanson in the matter of Hunters Capital, LLC, et al., versus City of Seattle. We are recording via the internet using Zoom video conferencing. My name is Karl Benitez. I'm representing Royal Video Productions on behalf of Rough & Associates. Today's court reporter is Mindy Suurs. At this time I would like to ask all counsel present to identify themselves. MS. PRATT: Good morning. My name is Caitlin Pratt from Harrigan Leyh Farmer & Thompson. We represent the City in this matter. MR. PHILLIPS: My name is Henry Phillips. I'm with Calfo Eakes, and we represent the plaintiffs. THE VIDEOGRAPHER: Thank you. Madam Court Reporter, please swear in the witness.</p>

1 (Pages 1 to 4)

CRAIG SWANSON
6/1/2021

<p style="text-align: right;">Page 9</p> <p>1 you. 2 BY MS. PRATT: 3 Q. What was the purpose of reviewing that 4 spreadsheet? 5 A. To make sure I could answer your questions. 6 Q. Did you review any other documents? 7 A. No. 8 Q. Who's your current employer? 9 A. I'm self-employed. 10 Q. And through what entity are you self-employed? 11 A. A variety, most of -- significantly of which is 12 Redside Partners. 13 Q. What other entities employ you? 14 A. None. 15 Q. Okay. So you don't make any W-2 income from any 16 entity? 17 MR. PHILLIPS: Objection to form. 18 BY MS. PRATT: 19 Q. You can still answer. 20 A. I am wondering is it W-2? No, I think they're 21 all K-1s. 22 Q. They're all K-1s, okay. So what entities do you 23 have an ownership interest in? 24 A. Alpine Villa Partners; Tree Top, LLC, Tree Top 25 Way, LLC; Broadway State, LLC; Carlton Allentown, LLC.</p>	<p style="text-align: right;">Page 11</p> <p>1 than that, but in theory, yes. 2 Q. Okay. Can you explain the detail to me? 3 A. Sure. 36th & Woodland has three buildings. It's 4 located in one location, and those three buildings all push 5 up into that LLC. 6 Q. Okay. How many buildings are owned by Redside 7 Partners? 8 A. None. 9 Q. So what is the nature of Redside's business? 10 A. Property management, most of which is third-party 11 property management, most of which is buildings that I do 12 not hold an interest in through the LLCs that I just 13 provided to you. 14 Q. Does Redside manage any of the buildings that you 15 hold an interest in? 16 A. It does. 17 Q. Which ones? 18 A. All of the ones I just gave to you. 19 Q. So Redside manages all of the LLCs that you 20 listed earlier; right? 21 A. Correct. 22 Q. But there are other LLCs that Redside manages as 23 well? 24 A. Correct. 25 Q. And there are other LLCs that you own part of</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. Can I ask you to just slow down a little bit? So 2 I heard Alpine and then two Tree Tops. Would you continue 3 from there? 4 A. Tree Top Way, LLC; Broadway State, LLC, 5 Oddfellows, LLC; Carlton Allentown, LLC; 36th & Woodland, 6 LLC; T Princess, LLC. There may be others, but that's all 7 I'm remembering off the top of my head. 8 Q. Okay. And other than being an owner in those 9 entities that you just listed, do you have any other role 10 with them? 11 A. No. 12 Q. What's the nature of the business of those LLCs 13 you just listed? 14 MR. PHILLIPS: Objection to form. 15 A. They are owners of real estate. 16 BY MS. PRATT: 17 Q. Okay. So real estate is held in each one of 18 those LLCs; is that right? 19 A. Correct. 20 Q. And does each LLC own a different set of real 21 estate holdings? 22 A. Correct. 23 Q. So for example, one building would be entirely 24 held under 36 Woodland, LLC? 25 A. In theory, yes. It's not -- it's more detailed</p>	<p style="text-align: right;">Page 12</p> <p>1 that aren't managed by Redside? 2 A. No, Redside manages all those. 3 Q. Who else is an owner of Redside? 4 A. Until this year, it was just 100 percent myself, 5 and now I have a profits interest plan whereby there's a 6 couple of other people who manage the -- the building. 7 Q. Is that noise on your end, Mr. Swanson? 8 A. It is. 9 MS. PRATT: Okay. Can we go off? 10 A. What's that? 11 MS. PRATT: Can we go off, Karl? 12 THE VIDEOGRAPHER: Yeah, the time is 9:15 a.m. 13 We are off the record. 14 (Recess taken.) 15 THE VIDEOGRAPHER: The time is 9:16 a.m. We are 16 back on the record. 17 BY MS. PRATT: 18 Q. Mr. Swanson, you were saying -- you were talking 19 about the ownership of Redside. Would you please repeat 20 who owns Redside? 21 A. Redside is owned by myself until January 1st of 22 this year. About 7 percent are owned by employees, and 93 23 percent is owned by me. 24 Q. So currently you own 93 percent of it but 25 employees own 7 percent; is that right?</p>

3 (Pages 9 to 12)

CRAIG SWANSON
6/1/2021

Page 13

1 A. Correct.

2 Q. But before the 1st of this year, you owned 100
3 percent?

4 A. Correct.

5 Q. Okay. Thank you. And as far as the LLCs that
6 you mentioned earlier -- Alpine, two Tree Tops, Broadway
7 State, Oddfellows, Carlton Allentown, and Woodland and T
8 Princess -- do you own all of those entities?9 A. I'm an owner in those entities, of which there
10 are multiple owners.11 Q. Do the same -- or does the same group of owners
12 own each of those entities?

13 A. No.

14 Q. Do you own the same percentage in each of them?

15 A. No.

16 Q. Are you employed in any other way other than
17 being an owner of property holdings and also property
18 management company?

19 A. No.

20 Q. And how long have you been in your current
21 business?22 A. 19 years -- Redside's been around for 19 years;
23 I've managed property prior to establishing Redside for
24 upward of 25 years.

25 Q. And what property management company did you work

Page 15

1 attorneys.

2 A. Why -- the question again, Caitlin, was?

3 BY MS. PRATT:

4 Q. Why aren't any of the other entities that you are
5 an owner of plaintiffs in this lawsuit?

6 MR. PHILLIPS: Same objection, same instruction.

7 You can answer if you can, Craig.

8 A. This is the simplest way to be a plaintiff in the
9 lawsuit.

10 BY MS. PRATT:

11 Q. And what do you mean by it was the simplest?

12 A. My office is at 1620 Broadway, some would argue
13 in what was the epicenter of CHOP last year. The entities
14 that I've rattled off beforehand are not at the epicenter
15 of the CHOP.16 Q. Why does it matter that they weren't at the
17 epicenter?

18 MR. PHILLIPS: Objection. Calls for conclusion.

19 Same instruction as before: Don't reveal any
20 communications with counsel. You can answer if you can.21 A. I don't know how familiar you are with -- I
22 assume you are -- with where CHOP was last year, but --
23 what I'm defining or what most of us would define as CHOP
24 last year, but typically it's -- my way of getting to the
25 office was to drive down Pine Street, take a right on

Page 14

1 for before that?

2 A. I started Redside and didn't have -- it was not a
3 property management company before.4 Q. Okay. Did I understand you correctly that you
5 said you managed property for over 25 years?6 A. I'm sorry, yes, you did. I did that on my own.
7 I worked in my day job 20-plus years ago was in tech.8 Q. I see, okay. You're a plaintiff in a lawsuit
9 against the City; right?

10 A. Correct.

11 Q. And by "you're," I mean Redside in this case;
12 right?

13 A. Correct.

14 Q. And are there any other entities that you're a
15 part owner of that are plaintiffs in this lawsuit?

16 A. No.

17 MR. PHILLIPS: Objection to form.

18 BY MS. PRATT:

19 Q. No?

20 A. No.

21 Q. And why aren't any of your other entities that
22 you are part owner of plaintiffs in the lawsuit?

23 MR. PHILLIPS: Objection to form.

24 And Craig, in answering this question, if you
25 can, do not reveal any communications you've had with your

Page 16

1 Nagle, and then take a left into the parking garage where
2 my office is, as would the people who came into the office
3 last year; and we were unable to do so without making some
4 significant alterations to our way of getting into the
5 office, and hence, Redside Partners is part of this and not
6 the other LLCs that we've previously discussed.

7 BY MS. PRATT:

8 Q. Okay. So does that mean that the other LLCs we
9 previously discussed didn't have that same sort of physical
10 complication in accessing them?

11 MR. PHILLIPS: Objection to form.

12 A. In many ways, yes, they didn't have the same
13 physical -- some are in Ballard or Woodland or so on and so
14 forth.

15 BY MS. PRATT:

16 Q. So were the other entities, the LLCs that you, as
17 you said, rattled off earlier -- were they impacted by
18 CHOP?

19 MR. PHILLIPS: Objection to form.

20 A. Some of them were, yes.

21 BY MS. PRATT:

22 Q. Which ones?

23 MR. PHILLIPS: Objection to form.

24 A. I'm not sure how that's relevant because I'm
25 not -- they're not plaintiffs, but Oddfellows, LLC, 100

4 (Pages 13 to 16)

ROUGH & ASSOCIATES INC

office@roughandassociates.com

206.682.1427 3515 SW Alaska St Seattle WA 98126

CRAIG SWANSON
6/1/2021

<p style="text-align: right;">Page 41</p> <p>1 Q. So let's break this down. What financial impacts 2 have you seen on the two commercial buildings that you're a 3 part owner of? 4 MR. PHILLIPS: Objection to form. 5 BY MS. PRATT: 6 Q. That is Oddfellows and Broadway. 7 MR. PHILLIPS: Same objection. 8 A. Lower rents, concessions, and higher expenses. 9 BY MS. PRATT: 10 Q. How about the mixed-use building at 14th and 11 Pine? 12 MR. PHILLIPS: Same objection. 13 A. Lower rents, concessions, and we did not board up 14 the windows there or have any graffiti of note, so I -- 15 without looking at the details, I would say not necessarily 16 higher expenses. 17 BY MS. PRATT: 18 Q. And so when you said there were higher expenses 19 for the two commercial buildings -- the Oddfellows and the 20 Broadway buildings -- were you talking about expenses 21 related to boarding up and graffiti removal? 22 MR. PHILLIPS: Objection, form. 23 A. Yes, plus additional security. 24 BY MS. PRATT: 25 Q. And those expenses are incurred by the buildings</p>	<p style="text-align: right;">Page 43</p> <p>1 the area that it's in now, it's getting a lower rent than 2 other areas in the city, Redside's revenues are adversely 3 impacted. 4 BY MS. PRATT: 5 Q. Who makes the decision to give the concession to 6 a tenant? 7 MR. PHILLIPS: Objection to form. 8 A. Typically the management company in conjunction 9 with the owners. And I would also say it depends upon 10 whether that's a commercial tenant or a residential tenant 11 insofar as that a residential concession is typically a 12 smaller dollar amount, and so that decision might just be 13 made exclusively by Redside or its personnel. 14 BY MS. PRATT: 15 Q. And so you are a part owner of the Oddfellows 16 Building and the Broadway building; right? 17 A. And the Upper Pine building that we also 18 discussed, yep. 19 Q. And all three of those were negatively impacted 20 by CHOP you said; right? 21 A. To various degrees, yes. 22 Q. But none of them are plaintiffs in this lawsuit; 23 right? 24 A. That's correct. 25 Q. Okay. And for those entities specifically, why</p>
<p style="text-align: right;">Page 42</p> <p>1 or by Redside? 2 A. Not by Redside. They're incurred by the 3 buildings. They're also borne to some degree by the 4 tenants directly -- or paid, I should say. And once again, 5 we're differentiating now between myself as an owner in 6 those two properties and Redside specifically. 7 So the money -- the monies that I earn from those 8 two properties has decreased. That doesn't have -- 9 Redside's revenue was only decreased by virtue of the fact 10 that we've had lower rents and/or concessions in those 11 properties. 12 Q. How do lower rents or concessions in any of the 13 properties that Redside manages affect its revenue? 14 A. Property -- as I understand it, property 15 management's revenues are derived as a percentage of the 16 rents received from our tenants, be they commercial or 17 residential. 18 So as rents -- as an example, if a tenant is 19 paying \$1,000 a month and our management fee is 5 percent, 20 as agreed upon with the ownership of that property, we 21 would make \$50 a month -- Redside would. 22 So as concessions are made and, as an example, we 23 have to go out to a tenant and say we're going -- we'll 24 concede that you don't have to pay rent this month or you 25 can get a lower rent or the space is vacated and because of</p>	<p style="text-align: right;">Page 44</p> <p>1 did you choose not to engage -- or involve them as 2 plaintiffs in this lawsuit? 3 MR. PHILLIPS: Objection to form. Same 4 instruction: Don't reveal anything that you talked about 5 with your lawyers. 6 A. Okay. I would say simplicity and -- more than 7 anything else, our intent here is to keep it simple. And 8 my intent is to keep it simple, and Redside -- Redside 9 partners was the most simple and logical answer as opposed 10 to complicating it with multiple plaintiffs. 11 BY MS. PRATT: 12 Q. Can you explain how involving other plaintiffs 13 would make it less simple or logical? 14 MR. PHILLIPS: Objection to form. Same 15 instruction. 16 A. Without trying to sound flippant, they all would 17 have to sit through depositions like this and provide a 18 great amount of detail and may or may not have had interest 19 in doing so, and therein lies the -- and I'm not a majority 20 owner. I'm a majority owner of the Broadway and State 21 building, I guess, is one way of measuring it but the other 22 two I'm not, so that was not my decision. 23 BY MS. PRATT: 24 Q. Were there other owners of the Oddfellows 25 Building or the 14th and Pine Building who did --</p>

11 (Pages 41 to 44)

CRAIG SWANSON
6/1/2021

Page 53

1 A. Yes.

2 Q. And did you understand it was supposed to be
3 accurate?

4 A. Yes.

5 Q. You said that you endeavored to be complete to
6 the best of your knowledge. When talking about information
7 you provided about damages suffered by Redside, how did you
8 make sure that the information you were providing was
9 complete?

10 MR. PHILLIPS: Objection to form.

11 A. We took the buildings in and around the areas
12 that we previously discussed that we manage that does not
13 include the buildings that we just went over -- the
14 buildings we just went over on the map is not an exhaustive
15 list of the buildings that I included in our estimation of
16 damages.

17 We then looked at the rents from March of 2020
18 for those buildings. I'm not looking at that list now,
19 Caitlin. I'm going to say it was a dozen buildings. We --
20 so we added the rents up for 12 buildings for March of
21 2020. We then compared those rents to March of 2021.
22 For -- as -- by way of an example, let's say that number
23 was 500,000 last year and it was 400,000 this year, so
24 our -- the rents went down by \$100,000. We then applied an
25 average management fee to that \$100,000. 5 percent of

Page 55

1 sure your information was accurate?

2 MR. PHILLIPS: Objection to form.

3 A. I think that's a pretty comprehensive outline of
4 how we came up with -- with our numbers.
5 BY MS. PRATT:

6 Q. Okay. So looking at the document that you
7 provided -- or excuse me, that you are looking at as
8 Exhibit 49 then, do you see on Page 12 of 14 it says:
9 "Answer as to Redside Partners"?

10 A. Yeah.

11 Q. And it says in part: "Redside preliminarily
12 estimates its damages as \$10,000"; right?

13 A. Right.

14 Q. And that's approximately the number that you just
15 discussed?

16 A. Right. The only thing I should add though,
17 Caitlin, there is the number that we discussed and its
18 relevance to the addresses above it in the first sentence
19 are -- the \$10,000 is not directly correlated just to those
20 three buildings. As a matter of fact, we didn't include
21 any losses in 915 East Pine Street. It's a commercial
22 building, and commercial buildings -- the leases don't roll
23 over as quickly as they do in residential buildings, so
24 that's more difficult to quantify, and thus, we
25 conservatively kept it out of the equation.

Page 54

1 \$100,000 would be \$5,000 of lost revenue to Redside in that
2 regard.

3 We then took the buildings that we manage in --
4 in the greater outlying area for that because there's
5 obviously also been an impact of rents relative to COVID,
6 and we took that group of buildings and we applied similar
7 math to it. We then took the difference between the impact
8 to those outlying buildings to the buildings around Capitol
9 Hill and subtracted it and came up with a number that I
10 think actually was 11,000 or 11,500, and understanding that
11 it's a difficult equation to get -- to pinpoint down to the
12 cents, said \$10,000.

13 I should also add that that only went through
14 March of 2021, and it's a very difficult to fully quantify
15 equation, but there's still a lagging effect from the CHOP
16 as we've discussed in those buildings and their
17 desirability in that location.

18 And so I guess my point there is I could
19 extrapolate that farther, but I think that just -- farther
20 into the future, that makes -- that would make it even more
21 difficult for both you and I to go through the details of
22 that calculation.

23 BY MS. PRATT:

24 Q. So you think that is your response to how you
25 attempted to be complete. Did you do anything else to make

Page 56

1 Q. Are you aware whether there were any losses
2 suffered by Redside relative to the 915 Pine building?

3 MR. PHILLIPS: Objection to form.

4 A. Yes, we've discussed those. It took more effort,
5 so our losses would have been time-related. We had to
6 spend more time for less results as a result of boarding
7 up, managing the tenants and their fears about their
8 safety, managing the graffiti removal, and managing the
9 security than we otherwise would if CHOP hadn't ever
10 happened.

11 BY MS. PRATT:

12 Q. So I understand that you said you did not include
13 losses in your \$10,000 damages estimate related to 915 Pine
14 because it's a commercial building and its losses are more
15 difficult to quantify. Did that accurately summarize your
16 testimony?

17 A. Correct.

18 Q. Did you attempt to quantify your losses for that
19 building?

20 A. No.

21 Q. And are you -- do you intend -- are you currently
22 or do you intend to claim losses related to that building
23 in this case?

24 MR. PHILLIPS: Objection to form.

25 A. I'm not sure.

14 (Pages 53 to 56)

CRAIG SWANSON
6/1/2021

Page 145

you're claiming is the \$10,000 that we have discussed in testimony and that you provided as an estimate in another filing in this case? I'll give you the exhibit soon.

MR. PHILLIPS: Objection to form.

A. That's currently my best estimate as to damage.

BY MS. PRATT:

Q. Okay. And that was Exhibit 49 where you listed \$10,000. Okay.

I am done for the day. I'm going to continue the deposition for the text message production, but I really appreciate your time today. Thank you.

THE WITNESS: Okay, great. Thank you.

THE VIDEOGRAPHER: Mr. Phillips, any cross-exam questions?

MR. PHILLIPS: No, no questions for me, thank you.

THE VIDEOGRAPHER: Should we go off the record?

MS. PRATT: Yes, please.

THE COURT: The time is 3:12 p.m. We are off the record.

(The deposition concluded at

3:12 p.m.)

(Signature was reserved.)

Page 146

SIGNATURE

I declare that I have read my within deposition, taken on Tuesday, June 1, 2021, and the same is true and correct save and except for changes and/or corrections, if any, as indicated by me on the "CORRECTIONS" flyleaf page hereof.

Signed in _____, Washington,
this _____ day of _____, 2021.

CRAIG SWANSON

Page 147

REPORTER'S CERTIFICATE

I, Mindy L. Suurs, the undersigned Certified Court Reporter, pursuant to RCW 5.28.010, authorized to administer oaths and affirmations in and for the State of Washington, do hereby certify:

That the foregoing testimony of CRAIG SWANSON was given before me at the time and place stated therein and thereafter was transcribed under my direction;

That the sworn testimony and/or proceedings were by me stenographically recorded and transcribed under my supervision to the best of my ability;

That the foregoing transcript contains a full, true, and accurate record of all the sworn testimony and/or proceedings given and occurring at the time and place stated in the transcript;

That the witness, before examination, was by me duly sworn to testify the truth, the whole truth, and nothing but the truth;

That I am not a relative, employee, attorney, or counsel of any party to this action or relative or employee of any such attorney or counsel and that I am not financially interested in the said action or the outcome thereof;

DATE: June 6, 2021

Mindy L. Suurs
Mindy L. Suurs
Certified Court Reporter #2195



37 (Pages 145 to 147)

Exhibit 36

[No Subject]

From: "Durkan, Jenny" </o=exchangelabs/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=de71e1801f964bccb03328024b2eadfa-durkanj">
To: "Best, Carmen" <carmen.best@seattle.gov>; "Scoggins, Harold D" <harold.scoggins@seattle.gov>
Cc: "Fong, Michael" <michael.fong@seattle.gov>; "Sixkiller, Casey" <casey.sixkiller@seattle.gov>
Date: Sat, 20 Jun 2020 08:34:28 -0700

Chiefs --

I know this has been a very difficult time for each of you, and appreciate your work. I know we are setting a call for later this am, to be briefed on options (with operational plans) SFD and SPD and the other city departments have been developing for Capitol Hill and normalizing the area, so residents and businesses can reclaim their community. But as we discussed at the outset of the Cap Hill issues, and as you told the public: there can be no part of the city where SFD and SPD do not respond.

What happened this am was foreseeable and avoidable. It cannot be repeated. So as a stand alone -- your teams also need to develop true operational plan(s) so we do not get a repeat of that again. They need to reflect ground truths and your best thinking on de-escalation, and positive response.

Since Chief Best is out of town, Casey is also working with Adrian Diaz. But this is going to have to be decided and directed by you Chiefs.

Thanks,
Jenny

Exhibit 37

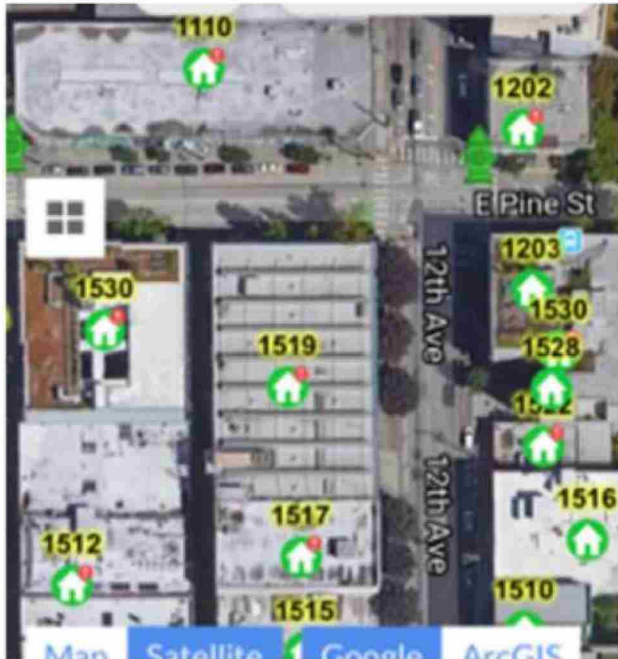
RE: SFD Protest Zone Response Map

From: "Scoggins, Harold D" <harold.scoggins@seattle.gov>
To: "Sixkiller, Casey" <casey.sixkiller@seattle.gov>; "Fong, Michael" <michael.fong@seattle.gov>; "Formas, Stephanie" <stephanie.formas@seattle.gov>; "Ranganathan, Shefali" <shefali.ranganathan@seattle.gov>; "Zimbabwe, Sam" <sam.zimbabwe@seattle.gov>; "Hara, Mami" <mami.hara@seattle.gov>; "Best, Carmen" <carmen.best@seattle.gov>; "Mahaffey, Thomas" <thomas.mahaffey@seattle.gov>; "Cordner, Lesley" <lesley.cordner@seattle.gov>; "Diaz, Adrian" <adrian.diaz@seattle.gov>
Cc: "Hastings, Bryan" <bryan.hastings@seattle.gov>
Date: Thu, 11 Jun 2020 09:14:14 -0700
Attachments: [Untitled].pdf (4.71 MB)

Hello All,

To add clarity to this info. If the city is to allow this group to continue to protest, I believe the follow conditions need to be met:

- There can be now weapons on the site.
- Maintain access points widths for Fire and EMS responses.
- Remove barriers for entry and replaces with barriers recommended by SDOT.
- Create a health, hygiene and sanitation plan recommended by SPU to prevent the build up of waste.
- The perimeter needs to be reduced to allow first responders. residents and businesses access and egress.
 - The alley way on Pine (West side of the East Precinct)
 - One half block East of 12th on Pine.
 - One half block North of Pine on 12th
 - One half block South of Pine on 12th



HDS

From: Scoggins, Harold D

Sent: Thursday, June 11, 2020 08:57

To: Sixkiller, Casey <Casey.Sixkiller@seattle.gov>; Fong, Michael <Michael.Fong@seattle.gov>; Formas, Stephanie <Stephanie.Formas@seattle.gov>; Ranganathan, Shefali <Shefali.Ranganathan@seattle.gov>; Zimbabwe, Sam <Sam.Zimbabwe@seattle.gov>; Hara, Mami <Mami.Hara@seattle.gov>; Best, Carmen <Carmen.Best@seattle.gov>; Mahaffey, Thomas <Thomas.Mahaffey@seattle.gov>; Cordner, Lesley <Lesley.Cordner@seattle.gov>; Diaz, Adrian <Adrian.Diaz@seattle.gov>

Cc: Hastings, Bryan <Bryan.Hastings@seattle.gov>

Subject: SFD Protest Zone Response Map

Good Morning All,

I have attached the SFD Protest Zone Response Map. Our concerns surround knowing there are individuals in the crowd with weapons. We see this has transitioned from a peaceful protest to a different situation that is unstable and this could compromise the safety of our personnel.

The yellow area identifies our response protocols around the perimeter of the protest zone. The red area identifies the area in the protest zone that SFD units will not enter without an SPD escort.

HDS